

IN THE UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF OHIO
 WESTERN DIVISION

MAFCOTE, INCORPORATED,)	
)	
)	
Plaintiff,)	Civil Action No. C-01-02-411
)	
V.)	JUDGE SANDRA S. BECKWITH
)	(X. J.; HOGAN, M.J.)
CONTINENTAL CASUALTY)	
INSURANCE COMPANY)	<u>AFFIDAVIT OF</u>
)	<u>FREDERIC R. MINDLIN</u>
Defendant.)	
)	
STATE OF NEW YORK)	
)ss.:	
COUNTY OF NEW YORK)		

FREDERIC R. MINDLIN, being duly sworn, deposes and says:

1. I am a member of the law firm of Mound Cotton Wollan & Greengrass, attorneys for defendant, Continental Casualty Insurance Company ("Continental") and I am fully familiar with the facts and circumstances relating to this action. I submit this affidavit in conjunction with Continental's motion for summary judgment.

RELEVANT EXHIBITS

2. Annexed hereto as Ex. 1 is a true and correct copy of Plaintiff's Complaint.
3. Annexed hereto as Ex. 2 is a true and correct copy of Continental Boiler and Machinery policy no. BM 1098742493 issued to Mafcote Incorporated ("Mafcote") effective June 8, 2001 to June 8, 2002 ("Policy").
4. Annexed hereto as Ex. 3 are excerpts from the transcript of the February 27, 2003 Deposition of Mafcote's President Steven A. Schulman ("Schulman Dep.").

5. Annexed hereto as Ex. 4 are invoices for purchases made by Royal Consumer Products, llc ("Royal") from NuCote (marked as Ex. 10 at Schulman Dep.).

6. Annexed hereto as Ex. 5 are invoices for purchases made by Royal from Permalife (marked as Ex. 12 at Schulman Dep.).

7. Annexed hereto as Ex. 6 are invoices for purchases made by Royal from Folex Imaging (marked as Ex. 13 at Schulman Dep.).

8. Annexed hereto as Ex. 7 is a letter dated August 29, 2001 from Nick Bozovich on behalf of Continental to Steven Schulman and Bob Kaminsky, the plant manager at Miami Wabash, with respect to Mafcote's claim for damage to the boiler at Miami Wabash.

9. Plaintiff's Complaint was initially filed in the Court of Common Pleas, Warren County, Ohio on or about May 7, 2002. Continental removed this action to the United States District Court for the Southern District of Ohio. Thereafter Continental served its Answer to the Complaint, a copy of which is annexed as Exhibit 8.

INSTANT MOTION

10. This action arises out of an accident to a steam boiler located at Miami Wabash Paper, llc ("Miami Wabash") in Franklin, Ohio on July 16, 2001. See Ex. 1, ¶ 5. According to the deposition testimony of Mr. Schulman, Miami Wabash is a subsidiary of Mafcote. See Ex. 3, p. 9:2-8.

11. Mafcote did not notify Continental of the damage to the boiler at Miami Wabash that had occurred on July 16, 2001 until August 14, 2001. See Ex. 1, ¶ 7. Apparently, Mafcote initially notified its former insurance company of the accident and did not realize it had notified the wrong insurance company until August 13, 2001 when it shortly thereafter notified Continental. Ex. 3, pp. 48-49.

12. Continental concluded that the incident was covered under its policy since the damage to the boiler was sudden and accidental. Continental retained Schweitzer Brothers Co., Inc. ("Schweitzer Brothers") to determine if the boiler could be repaired and returned to operation. Schweitzer Brothers determined that repair was possible and agreed to repair the boiler at a cost of \$16,000 and to guarantee its work. Under the terms of the Policy, a \$25,000 deductible applies to the damage for the boiler. Therefore, under the terms of the Policy, Mafcote was not entitled to any payment for the damage to the boiler itself. See Ex. 7.

13. While the boiler was being repaired, Continental made arrangements for Mafcote to rent a replacement boiler. The cost of that rental boiler is covered under the Policy as an extra expense. Based on documentation provided by Mafcote, the cost of the rental boiler from August 15, 2001 until the original boiler was repaired in September 2001 was \$32,996.00. After applying the deductible under the Policy (2 times 100% of the Average Daily Value of Production as calculated by the Insured), Continental paid Mafcote \$21,116.00. Ex. 1, ¶ 11. Mafcote accepted that payment without protest as the extra expense it incurred for the rental boiler.

14. Plaintiff's Complaint alleges that "plaintiff, and its subsidiaries, have incurred losses that are insured under the policy of Two Hundred Twenty Thousand Six Hundred Ninety Seven Dollars Sixty One Cents (\$220,697.61), because of the inability to produce certain coated paper products which required steam processing, from August 13, 2001 through August 15, 2001." Ex. 1, ¶ 10.

15. Mr. Schulman testified at his deposition that Miami Wabash's operations included the coating of paper and paper board products. Ex. 3, p. 8:1-7. An electronically controlled machine known as a steam foil is used in the coating process of certain grades of paper. Ex. 3, pp. 50-51. Mafcote claims that as a result of the accident to the boiler of July 16, 2001, Miami Wabash was

unable to process certain grades of paper coated through the steam foil process because the boiler was unable to produce steam. Ex. 3, p. 51:23-25.

16. In support of Mafcote's claim, Mr. Schulman testified that as a result of the boiler incident another Mafcote subsidiary, Royal, was required to purchase paper products from third party competitors of Miami Wabash since Royal needed the paper products to fill orders for Royal's own customers. Ex. 3, p. 83:6-15, p. 86:25- p. 87:5.

17. Invoices evidencing Royal's purchases of paper products from three competitors of Miami Wabash were identified by Mr. Schulman and marked as exhibits. These included purchases made by Royal from NuCote in the amount of \$42,918.76 which is annexed as Ex. 4. Royal also purchased paper products from Permalife in the amount of \$274,937.86 which is annexed as Ex. 5. Finally, Royal purchased paper products from Folex Imaging in the amount of \$103,262.82 which are annexed as Ex. 6. Apparently, Mafcote calculated the claim based on the difference between the cost by Royal to purchase paper products from NuCote, Permalife and Folex Imaging and the cost that Royal would have paid to get those products from Miami Wabash. Ex. 3, p.102:13-18. These amounts are extra expenses incurred by Royal to fill its orders because Royal's supplier -- Miami Wabash -- has suffered property damage.

18. Mr. Schulman testified that there was no property damage or boiler damage of any kind at the Royal facility. See Ex. 3, p. 93:1-6.

19. The Policy provides coverage for business interruption loss and extra expense under its Combined Business Interruption and Extra Expense Actual Loss provision:

COMBINED BUSINESS INTERRUPTION AND EXTRA EXPENSE ACTUAL LOSS

* * *

A. COVERAGE

1. We will pay for your "Actual Loss" and "Extra Expense" during the "Period of Restoration" provided all of the following requirements are met:
 - a. The "Actual Loss" and "Extra Expense" must be caused solely by an "accident" to an "object";
 - b. The loss must be as a result of direct physical damage to Covered Property;
 - c. The "accident" must occur during the time this coverage is in force;
 - d. The "object" that has the "accident" must be:
 - (1) Specified as covered in the Combined Business Interruption and Extra Expense Schedule;
 - (2) At a "location" shown in the Combined Business Interruption and Extra Expense Schedule; and
 - (3) In use or connected and ready for use.
2. We will pay:
 - a. Your "actual loss" from a total or partial interruption of business; and
 - b. The "Extra Expense" you necessarily incur to operate your "Business" as nearly "normal" as practicable during the "Period of Restoration" following an "accident".

We will consider the actual experience of your business before the "accident" and the probable experience you would have had without the "accident" in determining the amount of our payment.

20. As set forth above, the Policy provides coverage for business interruption loss and extra expense incurred that result from an accident to an object caused by direct physical damage to covered property. The accident to the object caused by direct physical damage to covered property occurred at Miami Wabash on July 16, 2001. As shown above, there was no damage at Royal. Mafcote has presented no evidence of a business income loss or extra expense incurred by Miami Wabash as a result of that accident other than the cost of the rental boiler for which Continental has already made payment. In fact, Mr. Schulman admitted Miami Wabash did not incur any other extra expense. Ex. 3, p. 116:10-18. Mafcote has submitted only evidence of extra expense incurred by Royal, a separate entity from Miami Wabash. The policy does not have contingent Business Interruption coverage which would protect an insured from property damage at the premises of its suppliers. Inasmuch as Royal did not sustain an accident to an object that caused direct physical damage, any business interruption and extra expense claim on behalf of Royal is not covered under the Policy.

21. In addition to the claim for extra expenses incurred by Royal, Mafcote in the Complaint's "Second Claim" alleges that it incurred \$15,000 in claim preparation expenses and expects to incur an additional \$20,000 in expenses to accountants and adjusters. Ex. 1, ¶ 14. The Policy, however, does not provide coverage for claim preparation expenses voluntarily undertaken by Mafcote. See Ex. 2. Further, Mr. Schulman testified that Mafcote had no records in support of its claim for \$15,000 nor did it have any documentation of expenses incurred since the Complaint was filed. Ex. 3, p. 118:19-22.

22. Accordingly, Continental respectfully requests that this court dismiss the Complaint in its entirety.

Frederic R Mindlin
FREDERIC R. MINDLIN

Sworn to before me this 3rd
day of November 2003

KJN

Notary Public

KEVIN J. BRASSIL
Notary Public, State of New York
No. 31-5018311
Qualified in New York County
Certificate Filed in New York County
Commission Expires Sept. 27, 2005

EXHIBIT 1

COMMON PLEAS COURT
WARREN COUNTY OHIO
FILED

02 MAY -7 AM 11:13

JAMES L. SPAETH
CLERK OF COURTS
COURT OF COMMON PLEAS
WARREN COUNTY, OHIO

MAFCOTE, INC.
108 Main Street
Norwalk, CT 06851

CASE NO. 02C V 59483

Plaintiff,

JUDGE Bushman

vs.

COMPLAINT

CONTINENTAL CASUALTY
INSURANCE COMPANY
111 E. Broad Street
Columbus, Ohio 43205

FILED 11/04/2003

Defendant.

MR. 14 2003

FIRST CLAIM

1. At all times material, plaintiff and its subsidiaries were insured under a certain boiler and machinery insurance policy issued by defendant, for good and valuable consideration, pursuant to the terms and conditions of Policy No. BM1098742493(T), whose effective dates were June 8, 2001 through June 8, 2002. A copy of the policy is not attached because of its length, but portions of the declaration sheets thereof are attached.

2. At all times material, defendant was a corporation authorized to underwrite casualty insurance in the State of Ohio and elsewhere.

3. At all times material, plaintiff owned and operated a plant at 413 Oxford Road, Franklin, Ohio 45005, locally known as Millen Industries, Inc. and Miami Valley Paper, Inc., both of whom are subsidiaries of plaintiff, and insured by defendant.

4. At all times material, plaintiff was in the business of manufacturing paper products, including coated paper products, some of which were supplied to its subsidiaries, including Royal Consumer Products, L.L.C. for use in its business.

5. On or about the 16th day of July, 2001, a steam boiler at plaintiff's location in Franklin, Ohio sustained an accidental loss and was damaged, causing it to be inoperable. As a result, certain kinds of coated papers, which required processing by steam during production, could not be manufactured on line 7 at Franklin, Ohio while the boiler was out of service.

6. On or about the 27th day of July, 2001, the exact nature of the loss was diagnosed, and the loss was reported to the insurance carrier thought by officials at plaintiff's facility in Franklin, Ohio to be the current boiler and machinery insurance carrier, based upon their contact with the last "inspection" conducted by a boiler and machinery insurance carrier.

7. The loss was ultimately reported to defendant on or about the 14th day of August, 2001, at such time as the nature of the loss was made known to officials of plaintiff who were cognizant of the identity of the then current boiler and machinery insurance carrier, defendant.

8. Subject to the terms and conditions of said policy, the policy provides coverage to plaintiff and its subsidiaries for the following losses, and subject to applicable deductible limitations:

- A. For damage and loss to the boiler or machinery itself.
- B. For consequential damages.
- C. For business interruption losses.
- D. For expenses incurred for accounting, engineering, adjusting, and architectural cost to prepare, submit and adjust any claim.

9. A rental boiler was installed after August 15, 2001, which was in place and operational until the repair was complete on the original boiler.

10. Plaintiff, and its subsidiaries, have incurred losses that are insured under the policy of Two Hundred Twenty Thousand Six Hundred Ninety Seven Dollars Sixty One Cents (\$220,697.61), because of inability to produce certain coated paper products which required steam processing, from August 13, 2001 through August 15, 2001. Defendant has denied recognition of, and any obligation to pay said loss, although required to do so by the policy, except as noted in Paragraph 11 below.

11. Plaintiff incurred expense for the rental boiler, which defendant has paid, subject to the deductible (Thirty Two Thousand Nine Hundred Ninety Six Dollars (\$32,996.00) for the rental, less Eleven Thousand Eight Hundred Eighty Dollars (\$11,880.00) for the deductible), of Twenty One Thousand One Hundred Sixteen Dollars (\$21,116.00).

11/12/03

12. Plaintiff has complied with all conditions precedent as set forth in the policy, entitling it to recover.

SECOND CLAIM

13. The allegations of the First Claim are incorporated herein.

14. Plaintiff has incurred expenses in the preparation of its claim, covered under the policy, in the approximate sum of Fifteen Thousand Dollars (\$15,000.00), and reasonably expects to incur expenses for accountants and auditors in the preparation and support of the claim herein in the sum of Twenty Thousand Dollars (\$20,000.00), all of which is covered under the policy issued by defendant.

WHEREFORE, plaintiff prays for judgment against defendant, in the sum of Two Hundred Fifty Five Thousand Six Hundred Ninety Seven Dollars Sixty One Cents (\$255,697.61), and such sums are incurred for accountants and auditors in the prosecution of this case, and costs.

KAUFMAN & FLORENCE



William H. Kaufman (0012339)
Attorneys for Plaintiffs
P. O. Box 280
144 E. Mulberry Street
Lebanon, Ohio 45036

CERTIFIED COPY
JAMES L. SPAETH, CLERK
WARREN COUNTY, OHIO
COMMON PLEAS COURT

BY Arleen W. Chapman
DEPUTY

COMMON PLEAS COURT
WARREN COUNTY OHIO
FILED

02 MAY - 7 AM 1:13

CLERK OF COURTS
COURT OF COMMON PLEAS
WARREN COUNTY, OHIO

MAFCOTE, INC.
108 Main Street
Norwalk, CT 06851

CASE NO. 02CV59483

JUDGE

Plaintiff,

vs.

COMPLAINT

CONTINENTAL CASUALTY
INSURANCE COMPANY
111 E. Broad Street
Columbus, Ohio 43205

Defendant.

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4. At all times material, plaintiff was in the business of manufacturing paper products, including coated paper products, some of which were supplied to its subsidiaries, including Royal Consumer Products, LLC, for use in its business.

UFMAN & FLORENCE
Attorneys at Law
P.O. Box 280
4 EAST MULBERRY STREET
EBANON, OHIO 45036
PHONE 932-1515

EXHIBIT A

5. On or about the 16th day of July, 2001, a steam boiler at plaintiff's location in Franklin, Ohio sustained an accidental loss and was damaged, causing it to be inoperable. As a result, certain kinds of coated papers, which required processing by steam during production, could not be manufactured on line 7 at Franklin, Ohio while the boiler was out of service.

6. On or about the 27th day of July, 2001, the exact nature of the loss was diagnosed, and the loss was reported to the insurance carrier thought by officials at plaintiff's facility in Franklin, Ohio to be the current boiler and machinery insurance carrier, based upon their contact with the last "inspection" conducted by a boiler and machinery insurance carrier.

7. The loss was ultimately reported to defendant on or about the 14th day of August, 2001, at such time as the nature of the loss was made known to officials of plaintiff who were cognizant of the identity of the then current boiler and machinery insurance carrier, defendant.

8. Subject to the terms and conditions of said policy, the policy provides coverage to plaintiff and its subsidiaries for the following losses, and subject to applicable deductible limitations:

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WHEREFORE, plaintiff prays for judgment against defendant, in the sum of Two Hundred Fifty Five Thousand Six Hundred Ninety Seven Dollars Sixty One Cents (\$255,697.61), and such sums are incurred for accountants and auditors in the prosecution of this case, and costs.

KAUFMAN & FLORENCE


William H. Kaufman (0012339)
Attorneys for Plaintiffs
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144 E. Mulberry Street
Lebanon, Ohio 45036

KAUFMAN & FLORENCE
ATTORNEYS AT LAW
P.O. BOX 280
14 EAST MULBERRY STREET
LEBANON, Ohio 45036
PHONE 932-1515

-3-



GENERAL COMMERCIAL PROGRAM GENERAL DECLARATIONS

RENEWAL OF BM 1098742493

Named Insured and Mailing Address: **MAFCOTE INDUSTRIES
(SEE ENDT. #1)
108 MAIN STREET
NORWALK, CT 06851** Agent: **GENATT
3333 NEW HYDE PARK RD.
SUITE 400
NEW HYDE PARK, NY 11042**

Business Description: **PRINTING**Insured Is: Individual Corporation Partnership Joint Venture Other

Insurance is provided for only those coverages for which a premium is shown and is subject to all the terms and conditions outlined in each coverage section.

The specific limits of coverage are shown on each coverage declaration sheet.

The Insuring company providing each specified coverage shall be your insurer for that part.

Coverage	Policy Period	Policy Number	Insuring Company	Premium
Commercial Property	Fr: To:			\$
Commercial General Liability	Fr: To:			\$
Commercial Crime	Fr: To:			\$
Commercial Inland Marine	Fr: To:			\$
Boiler and Machinery	Fr: 8/8/2001 To: 8/8/2002	BM 1098742493	CONTINENTAL CASUALTY	\$45,150.00
Commercial Auto	Fr: To:			\$
Other (Describe):	Fr: To:			\$
Other (Describe):	Fr: To:			\$
Other (Describe):	Fr: To:			\$
			TOTAL	\$45,150.00

Premiums shown are payable at inception or as indicated on the individual Coverage Declarations.

Forms applicable to all coverages except Other (Described):

G-20131-B 0700, IL0260 0700, BM1528 0685

Countersigned: _____ By: _____ Authorized Agent: _____

Date:

Bernard L. Angelbrug *Jonathon Lantier*
Chairman of the Board Secretary

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY(IES).

G-66376-A
(ED 7/86)

DATE ISSUED: June 5, 2001

(AGENT)



GENERAL COMMERCIAL PROGRAM

GENERAL DECLARATIONS

RENEWAL OF BM 1098742493

Named Insured and Mailing Address: **MAFCOTE INDUSTRIES**
 (SEE ENCL. #1)
 108 MAIN STREET
 NORWALK, CT 06851

Agent: **GENATT**
 3333 NEW HYDE PARK RD.
 SUITE 400
 NEW HYDE PARK, NY 11042

Business Description PRINTINGInsured Is: Individual Corporation Partnership Joint venture Other

Insurance is provided for only those coverages for which a premium is shown and is subject to all the terms and conditions outlined in each coverage section.

The specific limits of coverage are shown on each coverage declaration sheet.

The insuring company providing each specified coverage shall be your insurer for that part.

Coverage	Policy Period	Policy Number	Insuring Company	Premium
Commercial Property	Fr. To:			\$
Commercial General Liability	Fr. To:			\$
Commercial Crime	Fr. To:			\$
Commercial Inland Marine	Fr. To:			\$
Boiler and Machinery	Fr. 8/8/2001 To: 8/8/2002	BM 1098742493	CONTINENTAL CASUALTY	\$45,150.00
Commercial Auto	Fr. To:			\$
Other (Describe):	Fr. To:			\$
Other (Describe):	Fr. To:			\$
Other (Describe):	Fr. To:			\$
TOTAL				\$45,150.00

Premiums shown are payable at inception or as indicated on the Individual Coverage Declarations.

Forms applicable to all coverages except Other (Described):

G-20131-B 0700, IL0260 0700, BM1528 0695

Countersigned:

By:

Authorized Agent

Date

Chairman of the Board **Secretary**

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY(IES).

DATE ISSUED: July 11, 2001

G-55376-A
(ED 7/86)

(INSURED)

GENATT ASSOCIATES INC.
INSURANCE3333 New Hyde Park Road
New Hyde Park, NY 11042
516 869-8666Mafcote Industries, Inc.
108 Main St.
Norwalk, CT 06851

PAGE: 1

Date: 1/9/01

Description of
Binder/Endorsement:
BOILER

We are pleased to advise you that in accordance with your request we have placed the insurance described below. Pending the issuance of the policy or endorsement representing this insurance, we are holding a binder from the Insurance Company, subject to the conditions and terms applying thereto. Please notify us promptly of any discrepancies or changes.

Address all Inquiries to:
Eric RyersonEffective Date & Term: 12/31/01Expiration Date: 3/15/01

AMOUNT	COVERAGE

NAMED INSUREDS ARE AMENDED AS FOLLOWS:
THIS IS IN PLACE OF CHANGE OF NAMED INSUREDS DATED 1/8/01

MAFCOTE, INC.
 MILLEN INDUSTRIES, INC.
 MIAMI VALLEY PAPER, INC.
 DORADO CARTON COMPANY, INC.
 ROYAL CONSUMER PRODUCTS, Inc
 MAFCOTE INTERNATIONAL, Inc
 MIAMI WABASH PAPER Inc
 FC MEYER INTERNATIONAL Inc
 SONBURN Inc
 EE MAFCOTE ROMANIA SRL
 PAPEL SANTINADO MAFCOTE, S.A. de C.V.
 BLEEKER ASSOCIATES
 FC MEYER INTERNATIONAL, INC.
 PARTY PLAY, INC.
 SONBURN INC.
 SONBURN II, INC.

The above policy cited in this binder is subject to its terms, conditions, exclusions and limitations.

COMPANY

CAN

ZURICH

POLICY NO.

BINDER 22881

ACCEPTED- DATE AND SIGNATURE




For All the Commitments You Make™

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

Named Insured:

MAFCOTE INDUSTRIES, INC.

MILLEN INDUSTRIES, INC.

MIAMI VALLEY PAPER COMPANY, INC.

DORADO CARTON CO., INC.

THEIR AFFILIATES AND SUBSIDIARIES, AND ENTITIES AND ANY WHOLLY OR MAJORITY OWNED SUBSIDIARIES, AND ANY INTEREST WHICH MAY NOW EXIST OR HEREIN AFTER BE CREATED OR ACQUIRED WHICH ARE OWNED, CONTROLLED, OR OPERATED BY ANY ONE OR MORE OF A NAMED INSURED.

THIS ENDORSEMENT IS A PART OF YOUR POLICY AND TAKES EFFECT ON THE EFFECTIVE DATE OF YOUR POLICY UNLESS ANOTHER EFFECTIVE DATE IS SHOWN BELOW.

POLICY CHANGE NO.	POLICY NUMBER	EFFECTIVE DATE OF THIS POLICY CHANGE
1	BM 1098742493	6/8/00
NAMED INSURED		AUTHORIZED REPRESENTATIVE COUNTERSIGNATURE
MAFCOTE INDUSTRIES, INC.		DATE 06/14/00

S-0015-5



For All the Commitments You Make®

 THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Description of Change:

Coverage is provided for expenses incurred for independent costs, including, but not limited to, Accounting, Engineering, Adjusting, Architectural Costs, to prepare, submit and adjust any claim hereunder. Reimbursement will also be made for any costs to the Insured for preparing any inventory data needed for a claim hereunder.

Sublimit: \$100,000

THIS ENDORSEMENT IS A PART OF YOUR POLICY AND TAKES EFFECT ON THE EFFECTIVE DATE OF YOUR POLICY UNLESS ANOTHER EFFECTIVE DATE IS SHOWN BELOW.

POLICY CHANGE NO.	POLICY NUMBER	EFFECTIVE DATE OF THIS POLICY CHANGE	
2	BM 1098742493	6/8/00	DATE
NAME OF INSURED		AUTHORIZED REPRESENTATIVE COUNTERSIGNATURE	06/14/00
ECOTE INDUSTRIES, INC.			

G-56015-8

POLICY NUMBER: BM 1096742493

BOILER AND MACHINERY
BM 15 33 06 95

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMBINED BUSINESS INTERRUPTION AND EXTRA
EXPENSE ACTUAL LOSS

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

SCHEDULE*

Location(s)	SEE G-124576-A	Dollars (\$	_____)
Limit of Loss	SEE G-126512-A	Dollars (\$	_____)
Ordinary Payroll Coverage (applies only when an "X" is inserted.)			
Deductible	Time: Days/Hours	Dollars (\$	_____)
		Multiple of Daily Value	(2 X 100% A.D.V.)

Optional Annual Report Date: _____

Covered "Objects"
SEE G-124576-A

*Information required to complete this schedule, if not shown on this endorsement, will be shown in the Declarations.

POLICY NUMBER: BM 1098742493

BOILER AND MACHINERY
BM 15 33 06 95

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMBINED BUSINESS INTERRUPTION AND EXTRA
EXPENSE ACTUAL LOSS**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

SCHEDULE*

*Location(s) SEE G-124576-A

Limit of Loss	SEE G-126512-A	Dollars (\$)
Ordinary Payroll Coverage (applies only when an "X" is inserted.)			
Deductible	Time: Days/Hours	(SEE G-124588-A)	
	Dollars:	(\$)	
	Multiple of Daily Value	(2 X 100% A.D.V.)	

Optional Annual Report Date: _____

Covered "Objects"
SEE G-124576-A

*Information required to complete this schedule, if not shown on this endorsement, will be shown in the Declarations.

EXHIBIT 2

GENERAL COMMERCIAL PROGRAM

GENERAL DECLARATIONS

RENEWAL OF BM 1098742493

Named Insured and Mailing Address	MAFCOTE INDUSTRIES (SEE ENDT. #1) 108 MAIN STREET NORWALK, CT 06851	Agent	GENATT 3333 NEW HYDE PARK RD. SUITE 400 NEW HYDE PARK, NY 11042
-----------------------------------	--	-------	--

Business Description PRINTING

Insured is: Individual Corporation Partnership Joint venture Other _____

Insurance is provided for only those coverages for which a premium is shown and is subject to all the terms and conditions outlined in each coverage section.

The specific limits of coverage are shown on each coverage declaration sheet.

The insuring company providing each specified coverage shall be your insurer for that part.

Coverage	Policy Period	Policy Number	Insuring Company	Premium
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Commercial General Liability	Fr: To:			\$
Commercial Crime	Fr: To:			\$
Commercial Inland Marine	Fr: To:			\$
Boiler and Machinery	Fr: 6/8/2001 To: 6/8/2002	BM 1098742493	CONTINENTAL CASUALTY	\$45,150.00
Commercial Auto	Fr: To:			\$
Other (Describe):	Fr: To:			\$
Other (Describe):	Fr: To:			\$
Other (Describe):	Fr: To:			\$
		TOTAL		\$45,150.00

Premiums shown are payable at inception or as indicated on the individual Coverage Declarations.

Forms applicable to all coverages except Other (Described):

G-20131-B 0700, IL0280 0700, BM1528 0695

Countersigned: _____ By: _____ Authorized Agent: _____
Date: _____

Bernard L. Shengelbach *Jonathan Kantor*
Chairman of the Board Secretary

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY(IES).

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BOILER AND MACHINERY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MULTIPLE LOCATION SCHEDULE

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

The following is inserted in the Location of "Objects" section on the Declarations Page and any Object Description Schedules attached to this policy except as otherwise stated:

1. 585 S. UNION ST., LAWRENCE, MA
2. 101 ASCHER ST., QUITMAN, MS
3. COMMERCIAL STREET, LEWISTON, ME
4. 4525 N. EUCLID AVE., ST. LOUIS, MO
5. 413 OXFORD RD., FRANKLIN, OH
6. 93 NORTH AVE., GARWOOD, NJ
7. 1120 W. MAGNOLIA ST., LOUISVILLE, KY
8. 301 WEDCOR AVE., WABASH, IN
9. 108 MAIN ST., NORWALK, CT
10. 3402 WILEY POST, CARROLLTON, TX
11. RUTE 968, DORADO, PR

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G-126513-A
(ED. 02/98)

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78

BOILER AND MACHINERY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SINGLE LIMIT OF INSURANCE

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

Our liability for all loss or damage that results from any "one accident" under this Coverage Form and any of its endorsements will not exceed \$50,000,000.

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G-126512-A
(ED. 02/98)

POLICY NUMBER: BM 1098742493

BOILER AND MACHINERY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE LIMITATIONS CHANGES

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

SCHEDULE*

	<u>New Limit of Insurance</u>
Expediting Expense	\$ <u>500,000</u>
Hazardous Substance	\$ <u>250,000</u>
Ammonia Contamination	\$ <u>500,00</u>
Water Damage	\$ <u>500,000</u>

If a new Limit is shown in the Schedule above, that Limit applies to the Coverage in place of the amount that is shown in the Limits of Insurance Section of the Coverage Form.

*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declaration.

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THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

DEMOLITION COST AND INCREASED COST OF CONSTRUCTION

It is agreed that the \$500,000 Limit for Demolition Cost and Increased Cost of Construction shown in Paragraph A.2.b. of the B&M Extension Endorsement, is changed to read "2,500,000". All other terms and conditions of Section A.2 remain unchanged.

G-134895-A

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78

BOILER AND MACHINERY

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

DEDUCTIBLE

This endorsement modifies insurance provided under the following:
BOILER AND MACHINERY COVERAGE FORM

SCHEDULE*

When the "object" (s) shown below is (are) involved in an "accident", the deductible shown below for that "object" replaces the deductible shown in the Boiler and Machinery Declarations Page.

Description of Object	Deductible Amount
ALL HYDROPULPERS AND THEIR RELATED EQUIPMENT	\$50,000
	\$
ALL NON MANUFACTURING LOCATIONS.	\$25,000
	\$
ALL OTHER OBJECTS	\$25,000
	\$

BOILER AND MACHINERY
BM 00 25 06 95

BOILER AND MACHINERY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. - DEFINITIONS.

A. COVERAGE

We will pay for direct damage to Covered Property caused by a Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this Coverage Part, means any property that

- a. You own; or
- b. Is in your care, custody or control and for which you are legally liable.

2. Property Not Covered

Covered Property does not include any:

- a. Electronic data processing, recording or storing media such as films, tapes, discs, drums or cells used in conjunction with an electronic computer or electronic data processing equipment;
- b. Data stored on this media; or
- c. Programming records used for electronic data processing or electronically controlled equipment;

whether or not the media or data is in actual use at the time of the "accident".

3. Covered Cause of Loss

A Covered Cause of Loss is an "accident" to an "object" shown in the Declarations. An "object" must be in use or connected ready for use at the location specified for it at the time of the "accident".

4. Defense

- a. If there is damage to property of another in your care, custody or control and for which you are legally liable, that was directly caused by an "accident" to an "object," we will have the right and duty to defend you against any "suit" alleging liability for damage to that property. However, we have no duty to defend you against any "suit" alleging liability for damage to property not covered by this Coverage Form.
- b. If a claim or "suit" is brought against you alleging that you are liable for damage to property of another that was caused by an "accident" to an "object", we will either:
 - (1) Settle the claim or "suit"; or
 - (2) Defend you against the "suit" but keep for ourselves the right to settle at any point.

5. Coverage Extensions

a. Expediting Expenses

With respect to your damaged Covered Property, we will pay the reasonable extra cost to:

- (1) Make temporary repairs;
- (2) Expedite permanent repairs; and
- (3) Expedite permanent replacement.

We restrict the amount payable for Expediting expenses as explained in the Limits of Insurance section of this Coverage Form.

b. Automatic Coverage for A Newly Acquired Location

We will automatically cover an "accident" to an "object" at a newly acquired location. This automatic coverage begins at the time you acquire the property and continues for 90 days, under the following conditions:

- (1) You must inform us, in writing, of the newly acquired location within 90 days of the date you acquire it;

- (2) The "object" must be in use or connected ready for use at the time of acquisition and throughout the period of automatic coverage and be of a type that would be included in any "Object" Group Description shown in the Declarations;
- (3) The Limit of Insurance and Deductible amount will be the highest amounts shown in the Declarations for the same type of "object";
- (4) We will not be liable under this coverage for Consequential Damage, Business Interruption, or any other indirect loss resulting from an "accident" to an "object"; and
- (5) You agree to pay an additional premium as determined by us.

c. Supplementary Payments

We will pay, with respect to any claim or any "suit" we defend:

- (1) All expenses we incur;
- (2) The cost of bonds to release attachments, but only for bond amounts within the Limit of Insurance. We do not have to furnish these bonds;
- (3) All reasonable expenses incurred by you at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$100 a day because of time off from work;
- (4) All costs taxed against you in any "suit" we defend;
- (5) Pre-judgment interest awarded against you on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any pre-judgment interest based on that period of time after the offer; and
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the Limit of Insurance shown in the Declarations.

These payments will not reduce the Limit of Insurance.

B. EXCLUSIONS

We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

1. Ordinance or Law

Any increase in loss caused by or resulting from the enforcement of any ordinance, law, regulation, rule or ruling regulating or restricting repair, replacement, alteration, use, operation, construction or installation. As used here, increase in loss also includes expenses incurred beyond those for which we would have paid if no "hazardous substance" had been involved in the "accident".

2. Earth Movement

Any earth movement, including but not limited to earthquake, landslide, mudslide, subsidence or volcanic eruption.

3. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

4. War and Military Action

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

5. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not.

6. Lack of power, light, heat, steam or refrigeration.

7. An explosion. However, we will pay for direct loss or damage caused by an explosion of an "object" of a kind specified in a. through g. below if covered by this insurance and described on an Object Definitions endorsement that is a part of this policy, and is not otherwise excluded in this Section B.:

- a. Steam boiler;
- b. Electric steam generator;
- c. Steam piping;
- d. Steam turbine;
- e. Steam engine;
- f. Gas turbine; or
- g. Moving or rotating machinery caused by centrifugal force or mechanical breakdown.

8. Fire or explosion that occurs at the same time as an "accident" or that ensues from an "accident". With respect to any electrical equipment forming a part of an "object," this exclusion is changed to read:
Fire or explosion outside the "object" that occurs at the same time as an "accident" or ensues from an "accident".
9. The explosion of gas or unconsumed fuel within the furnace of any boiler or fired vessel or within the passages from that furnace to the atmosphere, whether or not the explosion is:
 - a. Contributed to or aggravated by an "accident" to any part of an "object" that contains steam or water; or
 - b. Caused in whole or in part by an "accident" to an "object" or part of an "object".
10. An "accident" that is the result of an explosion or fire.
11. An "accident" to any "object" while being tested.
12. Water or other means used to extinguish a fire, even when the attempt is unsuccessful.
13. An "accident" to:
 - a. Electronic data processing, recording or storage media such as films, tapes, discs, drums or cells used in conjunction with an electronic computer or electronic data processing equipment;
 - b. Data stored on this media; or
 - c. Programming records used for electronic data processing or electronically controlled equipment;
 whether or not the media or data is in actual use at the time of the "accident".
14. An "accident" that is caused by any of the following causes of loss if coverage for that cause of loss is provided by another policy of insurance you have:
 - a. Aircraft or Vehicles;
 - b. Lightening;
 - c. Sinkhole Collapse;
 - d. Smoke;
 - e. Sprinkler Leakage; or
 - f. Weight of Snow, Ice or Sleet.
15. An "accident" that is caused by either of the following causes of loss:
 - a. Windstorm or Hail; or
 - b. Freezing, caused by cold weather.

16. A delay in, or an interruption of, any business, manufacturing or processing activity.
17. Any other indirect result of an "accident" to an "object".

C. LIMITS OF INSURANCE

1. We will not pay more than the applicable Limit of Insurance shown in the Declarations for all direct damage to Covered Property that results from any "one accident".

2. The following coverage limitations to our payment for direct damage to Covered Property are part of and not in addition to the Limit of Insurance for this Coverage Form.

a. Expediting Expenses

Our payment for Expediting Expenses will be limited to:

(1) \$25,000; or

(2) What is left of the Limit of Insurance after we pay your loss for Covered Property damaged by an "accident"; whichever is less.

b. Hazardous Substance Limitation

The following applies despite the operation of the Ordinance or Law Exclusion. This limitation does not apply to damage, contamination or pollution caused by ammonia.

If Covered Property is damaged, contaminated or polluted by a "hazardous substance" as a result of an "accident" to an "object", the most we will pay for any additional expenses incurred by you for clean up, repair or replacement or disposal of that property is \$25,000. As used here, additional expenses mean expenses incurred beyond those for which we would be liable if no "hazardous substance" had been involved.

c. Ammonia Contamination Limitation

If Covered Property is contaminated by ammonia as a result of an "accident" to an "object," the most we will pay for this kind of damage, including salvage expense, is \$25,000.

d. Water Damage Limitation

If Covered Property is damaged by water as a result of an "accident" to covered refrigerating or air conditioning vessels and piping, the most we will pay for this kind of damage, including salvage expense, is \$25,000.

Any payment made under Section C will not increase if more than one insured is shown in the Declarations.

D. DEDUCTIBLE

We will not pay for loss or damage resulting from any "one accident" until the amount of loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit of Insurance. If more than one "object" is involved in "one accident", only the highest Deductible will apply.

E. BOILER AND MACHINERY CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

1. Loss Conditions

a. Abandonment

There can be no abandonment of any property to us.

b. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- (1) Pay its chosen appraiser; and
- (2) Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

c. Duties In the Event of Loss or Damage

(1) You must see that the following are done in the event of loss or damage:

- (a) Give us a prompt notice of the loss or damage. Include a description of the property involved.
- (b) As soon as possible, give us a description of how, when and where the loss or damage occurred.

(c) Allow us a reasonable time and opportunity to examine the property and premises before repairs are undertaken or physical evidence of the "accident" is removed. But you must take whatever measures are necessary for protection from further damage.

(d) Permit us to inspect the property and records proving the loss or damage. Also permit us to take samples of damaged property for inspection, testing and analysis.

(e) If requested, permit us to question you under oath, at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. In such event, your answers must be signed.

(f) Send us a signed, sworn statement of loss containing the information we request to settle the claim. You must do this within 60 days after our request.

(g) Cooperate with us in the investigation or settlement of the claim.

(2) We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

d. Insurance Under Two or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage subject to the Limit of Insurance.

e. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

- (1) There has been full compliance with all the terms of this Coverage Part; and
- (2) The action is brought within 2 years after the date of the "accident"; or

(3) We agree in writing that you have an obligation to pay for damage to Covered Property of others or until the amount of that obligation has been determined by final judgment or arbitration award. No one has the right under this policy to bring us into an action to determine your liability.

f. Loss Payable Clause

(1) We will pay you and the loss payee shown in the Declarations for loss due to an "accident" to an "object", as interests may appear. The insurance covers the interest of the loss payee unless the loss results from conversion, secretion or embezzlement on your part.

(2) We may cancel the policy as allowed by the Cancellation Condition. Cancellation ends this agreement as to the loss payee's interest.

If we cancel we will mail you and the loss payee the same advance notice.

(3) If we make any payment to the loss payee, we will obtain their rights against any other party.

g. Other Insurance

(1) You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.

(2) If there is other insurance covering the same loss or damage, other than that described in (1) above, we will pay only the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not.

In no case will we pay more than the applicable Limit of Insurance.

h. Privilege to Adjust with Owner

In the event of loss or damage involving property of others in your care, custody or control, we have the right to settle the loss or damage with the owner of the property. A receipt for payment from the owners of that property will satisfy any claim or yours.

i. Transfer of Rights of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them.

j. Valuation

(1) We will pay you the amount you spend to repair or replace your property directly damaged by an "accident". Our payment will be the smallest of:

(a) The Limit of Insurance;

(b) The cost at the time of the "accident" to repair the damaged property with property of like kind, capacity, size and quality;

(c) The cost at the time of the "accident" to replace the damaged property on the same site with other property:

(i) Of like kind, capacity, size and quality; and

(ii) Used for the same purpose;

(d) The amount you actually spend that is necessary to repair or replace the damaged property.

(2) As respects any "object", if the cost of repairing or replacing only a part of the "object" is greater than:

(a) The cost of repairing the "object"; or

(b) The cost of replacing the entire "object" on the same site;

The repair parts or replacement "object" must be:

(c) Of like kind, capacity, size and quality; and

(d) Used for the same purpose.

The cost of repair or replacement in (1) and (2) above does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

- (3) We will not pay you:
 - (a) If the loss or damage is to property that is obsolete or useless to you; or
 - (b) For any extra cost if you decide to repair or replace the damaged property with property of a better kind or quality or of larger capacity.
- (4) If you do not repair or replace the damaged property within 18 months after the date of the "accident," then we will pay only the smaller of the:
 - (a) Cost it would have taken to repair; or
 - (b) Actual cash value; at the time of the "accident".

Paragraph (4) does not apply to any time period beyond the 18 months that we agree to in writing.

2. General Conditions

a. Additional Insured

If a person or organization is designated in this Coverage Part as an additional insured, we will consider them to be an insured under this Coverage Part to the extent of their interest.

b. Bankruptcy

The bankruptcy or insolvency of you or your estate will not relieve us of an obligation under this Coverage Part.

c. Liberalization

If we adopt any standard form revision for general use that would broaden coverage in this Coverage Part without additional premium, the broadened coverage will immediately apply to this Coverage Part if the revision is effective within 45 days prior to or during the policy period.

d. No Benefit to Bailee

No person or organization, other than you, having custody of Covered Property, will benefit from this insurance.

e. Object Group

All "objects" in use or connected ready for use and included in an "Object" Group Definition will be considered as individually described in the Declarations. The premiums for "objects" included in an "Object" Group Description will be adjusted as follows:

- (1) We will base the initial premium for these "objects" on information we obtain. The rates charged will be those in effect on the first day of coverage.
- (2) We will charge an additional premium for "objects" that are added to the policy after the effective date of this policy. The additional premium for these "objects" will be computed pro rata.
- (3) We will allow a return premium for "objects" that are removed from the policy after the effective date of the policy. The return premium will be computed pro rata from the time the "objects" are disconnected.

f. Policy Period, Coverage Territory

Under this Coverage Part

- (1) The "accident" must occur:

- (a) During the Policy Period shown in the Declarations; and
- (b) Within the coverage territory.

- (2) The coverage territory is:

- (a) The United States of America; and
- (b) Puerto Rico.

g. Concealment, Misrepresentation or Fraud

This Coverage Part is void in any case of fraud by you relating to it. It is also void if you intentionally conceal or misrepresent a material fact concerning:

- (1) This Coverage Part;
- (2) The Covered Property; or
- (3) Your interest in the Covered Property.

h. Suspension

Whenever an "object" is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an "accident" to that "object". This can be done by delivering or mailing a written notice of suspension to:

- (1) Your last known address; or
- (2) The address where the "object" is located.

Once suspended in this way, your insurance can be reinstated only by an endorsement for that "object".

If we suspend your insurance, you will get a pro rata refund of premium for that "object". But the suspension will be effective even if we have not yet made or offered a refund.

F. DEFINITIONS

1. "Accident" means a sudden and accidental breakdown of the "object" or a part of the "object". At the time the breakdown occurs, it must manifest itself by physical damage to the "object" that necessitates repair or replacement.

None of the following is an "accident":

- a. Depletion, deterioration, corrosion or erosion;
- b. Wear and tear;
- c. Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
- d. Breakdown of any vacuum tube, gas tube or brush;
- e. Breakdown of any electronic computer or electronic data processing equipment;
- f. Breakdown of any structure or foundation supporting the "object" or any of its parts; or
- g. The functioning of any safety or protective device.

Turbine Units may have a separate definition of "accident". If so, refer to the Declarations for the appropriate accident definition.

If a strike, riot, civil commotion, act of sabotage or vandalism results in an "accident", this insurance applies. However the War and Military Action Exclusion and the conditions of this Coverage Part still apply.

2. "Hazardous Substance" means a substance declared to be hazardous to health by a governmental agency.

3. "Object" means the equipment shown in the Declarations. Full description of specific "object" categories are found in the Object Definitions endorsement attached to this Coverage Form.

4. "One Accident" means:

If an initial "accident" causes other "accidents" all will be considered "one accident". All "accidents" at any one location that manifest themselves at the same time and are the result of the same cause will be considered "one accident".

5. "Suit" means a civil proceeding and includes:

- a. An arbitration proceeding in which damages are claimed and to which you must submit or do submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which damages are claimed and to which you submit with our consent.



INSURANCE IN TOUCH WITH BUSINESS

BOILER AND MACHINERY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BOILER AND MACHINERY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:
BOILER AND MACHINERY COVERAGE FORM

A. ADDITIONAL COVERAGE EXTENSIONS

The following coverages are added to Section A.5., **Coverage Extensions**. Payments under these Additional Coverage Extensions are part of, and not in addition to, the Limit of Insurance that applies to the Boiler and Machinery Coverage Form. The Ordinance or Law exclusion in Section B.1. of the Boiler and Machinery Coverage Form does not apply to the insurance specifically provided under these Additional Coverage Extensions.

1. CFC Refrigerants and Halon

a. If repair or replacement of damage to Covered Property caused by an "accident" to an "object" necessitates the replacement of:

- (1) Any CFC (chlorofluorocarbon) refrigerant used in refrigeration or air conditioning equipment; or
- (2) Halon used in a fire suppression system;

the insurance provided under this Coverage Form is extended as described in provisions b. and c. below.

b. If the CFC refrigerant or halon is replaceable, the Valuation Loss Condition is amended as follows:

(1) You may, at your option, elect to:

- (a) Repair or replace the damaged refrigeration equipment, air conditioning equipment or fire suppression system and replace the lost CFC refrigerant or

halon, in accordance with the Valuation Loss Condition; or

(b) Change the refrigeration equipment, air conditioning equipment or fire suppression system, through modification or replacement, to:

- * Refrigeration or air conditioning equipment that uses an approved non-CFC refrigerant; or
- * A fire suppression system that uses an approved non-halon agent.

But this option is available only if the change to the equipment or system is made within 18 months after the date of the "accident" or within any extended time period that we agree to in writing.

(2) If option (1) (b) above is elected, we will not pay more than the least of the following amounts:

- (a) The Limit of Insurance;
- (b) The cost at the time of the "accident" to repair the damaged refrigeration equipment, air conditioning equipment or fire suppression system, retrofit the equipment or system to accept an approved non-CFC refrigerant

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or non-halon fire suppressant, and charge the equipment or system with that refrigerant or fire suppressant;

- (c) The cost at the time of the "accident" to replace the damaged refrigeration equipment, air conditioning equipment or fire suppression system with equipment or a system that is functionally equivalent and uses an approved non-CFC refrigerant or non-halon fire suppressant;
- (d) The amount you actually spend that is necessary to change the refrigeration equipment, air conditioning equipment or fire suppression system, through modification or replacement, to equipment or a system that uses an approved non-CFC refrigerant or non-halon fire suppressant; or
- (e) 125% of the amount we otherwise would have paid for loss to the refrigeration equipment, air conditioning equipment or fire suppression system.

c. If the CFC refrigerant or halon is not replaceable, the Valuation Loss Condition is amended as follows:

- (1) If you repair or replace the damaged equipment within 18 months after the date of the "accident" or within any extended time period that we agree to in writing, we will pay the least of the following amounts:
 - (a) The Limit of Insurance;
 - (b) The cost at the time of the "accident" to repair the damaged refrigeration equipment, air conditioning equipment or fire suppression system, retrofit the equipment or system to accept an approved non-CFC refrigerant or non-halon fire suppressant, and charge the equipment or system with that refrigerant or fire suppressant;
 - (c) The cost at the time of the "accident" to replace the damaged refrigeration equipment, air conditioning equipment or fire suppression system with equipment or a system that is functionally equivalent and uses an approved non-CFC refrigerant or non-halon fire suppressant; or
 - (d) The amount you actually spend that is necessary to change the refrigeration equipment, air conditioning equipment or fire suppression system, through modification or replacement, to equipment or a system that uses an approved non-CFC refrigerant or non-halon fire suppressant.

(2) If you do not repair or replace the damaged equipment within 18 months after the date of the "accident" or within any extended time period that we agree to in writing, we will not pay more than the lesser of:

- (a) The amount we would have paid if repair or replacement of the damaged equipment had been made, as determined in c.(1) above; or
- (b) The actual cash value of the damaged equipment at the time of the "accident".

2. **Ordinance or Law**

If an "accident" to an "object" at your location damages a building that is Covered Property, we will pay for:

- a. **Loss to the Undamaged Portion of the Building**, meaning loss to the undamaged portion of the building caused by enforcement of any ordinance or law that:
 - (1) Requires the demolition of parts of the same building not damaged by the "accident" to an "object"; or
 - (2) Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the location of the building.

- b. **Demolition Cost**, meaning the cost to demolish and clear the site of undamaged parts of the building, caused by enforcement of building, zoning, or land use ordinance or law.
- c. **Increased Cost of Construction**, meaning the increased cost to:
 - (1) Repair or reconstruct damaged portions of the building; and
 - (2) Reconstruct or remodel undamaged portions of the building, whether or not demolition is required;

when the increased cost is a consequence of enforcement of building, zoning or land use ordinance or law. But we will only pay for this increased cost if the building is repaired, reconstructed or remodeled. Also, if the building is repaired, reconstructed or remodeled, it must be intended for similar occupancy as the current building, unless such occupancy is not permitted by zoning or land use ordinance or law.

Insurance under this Coverage Extension applies only with respect to an ordinance or law that is in force at the time of the "accident" to an "object". Insurance under this Coverage Extension does not apply to:

- a. Costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of substances declared to be hazardous to health by a governmental agency; or
- b. Loss due to any ordinance or law that:
 - (1) You were required to comply with before the "accident" to an "object", even if the building was undamaged; and
 - (2) You failed to comply with.

Under this Coverage Extension, the most we will pay as a result of any one "accident" for:

- a. Loss to the Undamaged Portion of the Building is included in the Limit of Insurance that otherwise applies to the damaged building. But in no event will the amount we pay for loss to the building, including the loss in value of

the undamaged portion of the building due to enforcement of an ordinance or law to which this coverage applies, exceed:

- (1) The amount you actually spend to repair, rebuild or replace the building, but not more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or
- (2) The actual cash value of the building at the time of loss if the building is not repaired or replaced.
- b. Demolition Cost and Increased Cost of Construction is \$500,000, subject to the following:
 - (1) With respect to the coverage provided for Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the undamaged parts of the building;
 - (2) With respect to the coverage provided for Increased Cost of Construction:
 - (a) We will not pay for the Increased Cost of Construction:
 - * Until the building is actually repaired or replaced at the same or another premises; and
 - * Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed 18 months. We may extend this period in writing during the 18 months.
 - (b) If the building is repaired or replaced at the same location, or if you elect to rebuild at another location, the most we will pay for the increased cost of construction is the increased cost of construction at the same location.
 - (c) If the ordinance or law requires relocation to another location, the most we will pay for the increased cost of construction is

the increased cost of construction at the new location.

B. EXCLUSIONS

Section B.11., **Exclusions**, is replaced with the following:

An "accident" to:

- a. Any boiler, fired vessel or electrical steam generator while undergoing hydrostatic, pneumatic or gas pressure testing; or
- b. Any electrical or electronic equipment while undergoing insulation breakdown testing.

C. SELLING PRICE VALUATION ON FINISHED STOCK

Under Section E.1., **Loss Condition j., Valuation**, is amended by the addition of the following:

Loss to finished stock you manufacture that is directly damaged by an "accident" will be valued at the price for which the property could have been sold at the time of the "accident", less discounts and expenses you otherwise would have had.

D. COVERAGE TERRITORY EXTENSION

Under Section E.2., **General Condition f., Policy Period, Coverage Territory**, the coverage territory defined in paragraph (2) is amended to also include Canada.

E. COMPREHENSIVE COVERAGE — COMPUTER EQUIPMENT EXTENSION

When either of the following Object Definition endorsements apply:

- * Object Definition No. 5 - Comprehensive Coverage (Excluding Production Machines); or
- * Object Definition No. 6 - Comprehensive Coverage (Including Production Machines);

the following changes apply to Section F. **DEFINITIONS**:

1. The definition of "accident" in paragraph 1. is extended to include a sudden and accidental breakdown of electronic computer or electronic data processing equipment. Provision 1.e., which excludes the breakdown of electronic computer or electronic data processing equipment from the definition of an "accident", does not apply.
2. The following is added to the definition of "object" in paragraph 3.:

"Object" also includes electronic computer or electronic data processing equipment. Under:

- * Object Definition No. 5 - Comprehensive Coverage (Excluding Production Machines); and
- * Object Definition No. 6 - Comprehensive Coverage (Including Production Machines);

the exclusion of electronic computer or electronic data processing equipment unless used to operate one or more insured objects, does not apply.

POLICY NUMBER: BM 1098742493

BOILER AND MACHINERY
BM 15 28 06 95

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONSEQUENTIAL DAMAGE

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

SCHEDULE*

Location(s)	SEE G-124576-A		
Limit of Loss	TWO HUNDRED FIFTY THOUSAND	Dollars (\$	250,000.00)
Deductible	SEE G-124588-A	Dollars (\$)
Coinurance	NIL	(%)

Specified Property

ALL PRODUCTS OWNED BY THE INSURED, WHETHER OR NOT IN STORAGE.

*Information required to complete this schedule, if not shown on this endorsement, will be shown in the Declarations.

A. COVERAGE

1. We will pay you for "Consequential Damage" to "Specified Property" that is caused solely by an "accident" to an "object", provided all of the following requirements are met:
 - a. The "accident" must occur during the time this coverage is in force;
 - b. The "object" that has the "accident" must be:
 - (1) Specified as covered in the Consequential Damage Schedule;
 - (2) At a "location" specified in the Consequential Damage Schedule; and
 - (3) In use or connected ready for use.
2. We will also pay:
 - a. For loss to "Specified Property" of others for which you are legally liable; and
 - b. The reasonable expense incurred by you or us to reduce or avert "Consequential Damage". The amount we pay for that expense is limited to the amount that our payment under paragraphs 1 and 2.a. above is reduced.

B. EXCLUSIONS

1. All the exclusions of the Boiler and Machinery Coverage Form apply to loss and expense under this endorsement except:
Lack of power, light, heat, steam or refrigeration.
2. In addition, we will not pay for:
 - a. More than the actual cash value, at the time of the "accident," of your "Specified Property" damaged or destroyed, however caused. Actual cash value will include proper deductions for depreciation; or
 - b. Your failure to use due diligence and dispatch and all reasonable means to protect the "Specified Property" from damage following an "accident".

C. DEDUCTIBLE

If a dollar deductible is shown in the Consequential Damage Schedule, we will not pay for loss or expense resulting from any "one accident" until the amount of loss or expense exceeds the Deductible shown in the Declarations. We will then pay the amount of loss or expense in excess of the Deductible, up to the applicable Limit of Insurance. If more than one "object" is involved in "one accident," only the highest Deductible will apply.

D. CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and the Boiler and Machinery Conditions.

1. Coinsurance

We will not pay the full amount of your loss if the Limit of Loss at the time of the "accident" is less than the product of the Coinsurance percentage shown in the Consequential Damage Schedule times the actual cash value of all "Specified Property" at the "Location" where the "accident" occurs.

Instead, we will determine the most we will pay by using the following steps:

- a. Divide the Limit of Loss by the product of the Coinsurance percentage multiplied by the total actual cash value of all "Specified Property" at the time of the "accident".
- b. Multiply the total amount of the covered loss by the figure determined in paragraph a., above.
- c. Subtract the applicable deductible from the amount determined in paragraph b., above.
- d. The resulting amount or the Limit of Loss for "Consequential Damage," whichever is less, is the most we will pay. We will not pay for the remainder of the loss.

2. Payment Limits

Payment for loss or expense under this endorsement is subject to the following:

- a. Our total payment for any "one accident" for "Consequential Damage" or expenses will not exceed the Limit of Loss shown on the Consequential Damage Schedule. This Limit of Loss is not a part of the Limit of Insurance; it is a separate limit;
- b. Our payment will not increase if more than one insured is shown in the Declarations;
- c. Loss or expense under this endorsement from an "accident" that occurs during the time this coverage is in force may continue beyond the termination or expiration of this coverage. Our liability for that loss or expense is not limited by the termination or expiration.

3. Reducing Your Loss

As soon as possible after an "accident" you must make use of every available means to reduce or avert loss partially or completely, including:

- a. Merchandise or other property such as surplus machinery, duplicate parts, equipment, supplies and surplus or reserve stock you own, control or can obtain; and
- b. Salvaging "Specified Property".

E. DEFINITIONS

1. "Consequential Damage" means loss due to spoilage from lack of power, light, heat, steam or refrigeration, resulting from an "accident".
2. "Location" means the premises at the address shown on the Consequential Damage Schedule.
3. "Specified Property" means only the property described in the schedule of this endorsement.

POLICY NUMBER: BM 1098742493

BOILER AND MACHINERY
BM 15 33 06 95

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMBINED BUSINESS INTERRUPTION AND EXTRA EXPENSE ACTUAL LOSS

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

SCHEDULE*

"Location(s)" SEE G-124576-A

Limit of Loss SEE G-126512-A Dollars (\$ _____)

Ordinary Payroll Coverage (applies only when an "X" is inserted.)

Deductible	Time: Days/Hours	(SEE G-124588-A)
	Dollars:	(\$ _____)
	Multiple of Daily Value	(2 X 100% A.D.V.)

Optional Annual Report Date: _____

Covered "Objects"
SEE G-124576-A

*Information required to complete this schedule, if not shown on this endorsement, will be shown in the Declarations.

A. COVERAGE

1. We will pay you for your "Actual Loss" and "Extra Expense" during the "Period of Restoration" provided all of the following requirements are met:
 - a. The "Actual Loss" and "Extra Expense" must be caused solely by an "accident" to an "object";
 - b. The loss must be as a result of direct physical damage to Covered Property;
 - c. The "accident" must occur during the time this coverage is in force;
 - d. The "object" that has the "accident" must be:
 - (1) Specified as covered in the Combined Business Interruption and Extra Expense Schedule;
 - (2) At a "location" shown in the Combined Business Interruption and Extra Expense Schedule; and
 - (3) In use or connected ready for use.
2. We will pay:
 - a. Your "actual loss" from a total or partial interruption of business; and
 - b. The "Extra Expense" you necessarily incur to operate your "Business" as nearly "normal" as practicable during the "Period of Restoration" following an "accident".

We will consider the actual experience of your business before the "accident" and the probable experience you would have had without the "accident" in determining the amount of our payment.

3. Ordinary Payroll Coverage — If Ordinary Payroll Coverage is shown in the Business Interruption Schedule, the words — but not your ordinary payroll expense — are deleted from the definition of "actual loss".

B. EXCLUSIONS

All the exclusions of the Boiler and Machinery Coverage Form apply to loss or expense under this coverage, except:

1. Lack of power, light, heat, steam or refrigeration; or
2. A delay in, or interruption of, any business, manufacturing or process activity.

In addition we will not pay for any loss or expense due to:

3. The interruption of business that would not or could not have been carried on if the "accident" had not occurred;
4. Your failure to use due diligence and dispatch and all reasonable means to resume business as nearly "normal" as practicable at the location(s) shown in the Schedule; and
5. The suspension, lapse or cancellation of a contract following an "accident" extending beyond the time business could have resumed if the contract had not lapsed, been suspended or cancelled.

C. DEDUCTIBLE**1. Time Deductible**

If a time deductible is shown in the Business Interruption Schedule, we will not be liable for any loss under this endorsement occurring during that specified time period immediately following the Commencement of Liability.

2. Dollar Deductible

If a dollar deductible is shown in the Business Interruption Schedule, we will first subtract the deductible amount shown in the schedule from the amount we would otherwise pay under this endorsement. We will then pay the amount of loss or expense in excess of the deductible, up to the applicable Limit of Loss.

3. Multiple of Daily Value Deductible

If a multiple of daily value is shown in the Business Interruption Schedule, we will first subtract from the total amount we would otherwise pay, a dollar amount that is equal to the daily value during the period of interruption at the "location(s)" where the loss occurred, multiplied by the multiple specified on the schedule. The daily value is the amount that would have been earned each working day had no "accident" occurred.

D. CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and the Boiler and Machinery Conditions:

1. Adjustment of Premium

Upon receipt of the annual reports you furnish us, we will determine the amount of premium we earned for the past year. If the amount determined is more than the premium we have already charged for this coverage, you must pay the difference. If the amount determined is less than the premium we originally charged, we will refund the difference. However, the amount we return will not exceed 75% of the premium we originally charged.

2. Annual Reports

You must complete the Business Interruption-Report of Values worksheet once each year. Your initial report is due on the effective date of the policy. Subsequent reports are due on each anniversary of the policy, unless a date is shown on the Schedule. Your reports must reach us within three months of these due dates.

Statements of value may be substituted for the completed Business Interruption-Report of Values worksheet if the values on the statements are the same as those required by the worksheet.

3. Coinsurance

This Coinsurance condition applies only if we did not receive your due report within three months of the due date.

We will not pay the full amount of any loss if the Business Interruption "annual value" at the time of loss is greater than the "estimated annual value" shown in your previous report. Instead, we will determine the most we will pay using the following steps:

- a. Divide the "estimated annual value" last reported to us by the "annual value" at the time of the "accident";
- b. Multiply the total amount of the reported loss by the figure determined in paragraph a. above;
- c. Subtract the applicable deductible from the amount determined in paragraph b. above.

The resulting amount or the Limit of Loss for Business Interruption, whichever is less, is the most we will pay. We will not pay for the remainder of the loss.

If more than one location is shown in the Schedule for this coverage, this Coinsurance Condition applies separately to each "location."

4. Notice of "Accident" and Commencement of Liability

At our expense, you must immediately give notice of "accident" to any of our offices. You must confirm that notice in writing. Our liability under this coverage starts:

- a. At the time of the "accident"; or
- b. 24 hours before we receive notice of "accident";

whichever is later.

5. Payment Limits

Payment for loss or expense under this endorsement is subject to the following:

- a. Our total payment for any "one accident" for interruption of business, or for expenses will not exceed the Limit of Loss shown in Combined Business Interruption and Extra Expense Schedule. This Limit of Loss is not part of the Limit of Insurance; it is a separate limit;
- b. Our payment will not increase if more than one insured is shown on the Declarations;
- c. Loss or expense under this endorsement from an "accident" that occurs during the time this endorsement is in force may continue beyond the termination or expiration of this endorsement. Our liability for that loss or expense is not limited by the termination or expiration.
- d. The amount of our payment will reflect a deductible for the salvage value of any substitute or temporary property remaining after you resume "normal" operations.

6. Reducing Your Loss

As soon as possible after an "accident", you must:

- a. Resume business, partially or completely; and
- b. Make up lost business within a reasonable period of time. This reasonable period does not necessarily end when operations are resumed.

- c. Make use of every available means including:
 - (1) Working extra time or overtime, either at the "location" or at another location you acquire to carry on the same operations;
 - (2) The property or services of other concerns; and
 - (3) Merchandise or other property, such as surplus machinery, duplicate parts, equipment, supplies and surplus or reserve stock you own, control or can obtain.

E. DEFINITIONS

The following definitions apply in addition to the Definitions of the Boiler and Machinery Coverage Form and all provisions of any Object Definitions endorsements shown in the Declarations.

- 1. "Actual loss" means the sum of:
 - a. The net profits you fail to earn because of business interruption resulting from an "accident"; and
 - b. Whatever part of the following fixed charges and expenses the business failed to earn but would have earned if there had been no "accident":
 - (1) Salaries and wages of officers, executives, employees under contract and other essential employees, as well as pensions and directors' fees but not your ordinary payroll expense; and
 - (2) Manufacturing, selling, administrative expenses and any other items contributing to your overhead expenses.
- In calculating the "actual Loss", we will take into account the actual experience of your business before the "accident" and the probable experience you would have had without the "accident".
- 2. "Annual Value" means the sum of net profits and "fixed charges and expenses" that would have been earned had the "accident" not occurred.

- 3. "Estimated Annual Value" means the sum of net profits and "fixed charges and expenses" as estimated by you in the most recent annual report.
- 4. "Fixed charges and expenses" means the sum of the following:
 - a. Salaries and wages of officers, executives, employees under contract and other essential employees, as well as pensions and directors' fees but not your ordinary payroll expense; and
 - b. Manufacturing, selling, administrative expenses and any other items contributing to your overhead expenses.
- 5. "Extra Expense"
 - a. Means the cost of operating your "business" during the "Period of Restoration" minus what the cost of operating it would have been had no "accident" occurred. Included in "Extra Expense" are such necessary items as: emergency services, merchandise or other property of other concerns.
 - b. May also include all or part of the cost of repairing or replacing property damaged or destroyed by an "accident". To qualify as "Extra Expense", the cost must be incurred for the purpose of minimizing the total of our "Extra Expense" payment. The amount that we would include in our "Extra Expense" payment would be equal to:
 - (1) The savings in "Extra Expense" you have enabled us to realize by having the repairs or replacements made; or
 - (2) The amount of "Extra Expense" you paid to have the repairs or replacements made; whichever is less.
 - c. Does not mean:
 - (1) Loss of income; or
 - (2) Expense in excess of that which is necessary to keep your "Business" operating in as nearly "normal" a manner as practicable.

6. "Location" means the premises at the address shown on the Combined Business Interruption and Extra Expense Schedule.
7. "Normal" means the condition that would have existed had no "accident" occurred.
8. "Period of Restoration" means the period of time that
 - a. Begins at the time of the commencement of liability; and
 - b. Ends 5 consecutive days after the date when the damaged property at the described "location" is repaired or replaced.

"Period of Restoration" does not include any increased time period required by, caused by or resulting from enforcement of any item cited by the Ordinance or Law exclusion in the Boiler and Machinery Coverage Form.

POLICY NUMBER: BM 1098742493

BOILER AND MACHINERY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTILITY INTERRUPTION

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

SCHEDULE*

Endorsement(s) where this Coverage Extension applies BM1533

Object Definition Endorsement(s) SEE G-124576-A

Utility Service(s) GAS, WATER, STEAM AND ELECTRICITY

Utility Supplier ALL THOSE SUPPLYING THE ABOVE

Limit per Interruption	Waiting Period	Deductible Amount
\$ 2,500,000	(Hours)	\$ 24 HOURS

A. COVERAGE

1. The coverage provided by the endorsement(s) noted in the Schedule above is extended to include an "accident" to an "object", whether or not at the location specified in that endorsement, that is:
 1. Owned, operated or controlled by a public or private utility that you have contracted with to furnish you the utility service specified above; and
 2. Of a type defined in the Object Definition Endorsement(s) specified above.

B. COMMENCEMENT OF LIABILITY

We will not be liable for payment of any loss or expense unless the "Period of Interruption" of the utility exceeds the specified Waiting Period. Our liability then applies to the entire "Period of Interruption".

C. DEDUCTIBLE

We will first subtract the deductible amount shown in the Schedule from the amount we would otherwise pay under this endorsement. We will then pay the amount of loss and expense in excess of the deductible up to the Limit per Interruption specified above.

D. IN ADDITION TO THE EXCLUSIONS IN THE COVERAGE FORM, THE FOLLOWING EXCLUSIONS APPLY TO THIS COVERAGE:

We will not pay for loss caused by or resulting from:

1. Lightning;
2. Wind or hail;
3. Weight of ice or snow;
4. Riot;
5. Civil Commotion;
6. Vandalism;
7. Impact of vehicles;
8. Aircraft;
9. Missiles or by objects falling from missiles;
10. Smoke;
11. Collapse;
12. Rising water or flood; or
13. A deliberate act or acts by the supplying utility to shed load to maintain system integrity.

*Information required to complete this schedule, if not shown on this endorsement, will be shown in the Declarations.

WT

E. DEFINITION

"Period of Interruption" means that time from the interruption of service to that time when that service could be restored to the premises with due diligence and dispatch. All resultant and concomitant interruptions shall be considered as one event.

"Period of interruption" does not include any increased time period required by, caused by or resulting from enforcement of any item cited by the Ordinance or Law exclusion in the Boiler and Machinery Form.



INSURANCE IN TOUCH WITH BUSINESS

Important Notice To Policyholders

Property, Crime, Inland Marine and Boiler and Machinery Coverage Parts

(Attachment of G-129948-A, Exclusion of Coverage For Date Related Costs)

This notice is designed to give you an overview of how the Property, Inland Marine, Crime or Boiler Machinery Coverage Part or your policy addresses date related claims. This notice is not your policy. READ YOUR POLICY CAREFULLY to determine rights, duties, and what is and is not covered. Only the provisions of your policy determine the scope of your insurance protection.

If your policy contains a Property, Inland Marine, Crime or Boiler Machinery Coverage Part,

G-129948-A, Exclusion of Coverage For Date Related Costs will be attached to your policy. This new exclusion endorsement specifically reinforces that there is no coverage under the Commercial Property, Inland Marine, Crime and Boiler and Machinery Coverage Parts of your policy for:

- Costs or expenses incurred to assess, design, identify, inspect, install, maintain, modify, monitor, rectify, repair, replace, reprogram or test any equipment, systems, software or their components due to the manner, or in anticipation of the manner, in which equipment, systems, software, or their components recognize, interpret, process or differentiate dates or times, or are unable to recognize, interpret, process or differentiate dates or times; or
- Loss of business income or extra expense incurred due to the period of time required to assess, design, identify, inspect, install, maintain, modify, monitor, rectify, repair, replace, reprogram or test any equipment, systems, software or their components due to the manner, or in anticipation of the manner, in which equipment, systems, software, or their components recognize, interpret, process or differentiate dates or times, or are unable to recognize, interpret, process or differentiate dates or times.

Please note that this exclusion endorsement is not a reduction in the coverage provided under the existing policy forms. Physical loss or damage is a prerequisite to coverage under all first party property damage and time element coverages, as set forth clearly in your policy. In the majority of cases, it is anticipated that date-related incidents will not result in direct physical loss or damage, but will instead result in dissatisfaction with the manner in which equipment, systems, software, or their components recognize, interpret, process or differentiate dates or times, even though the property is operating as it was designed or programmed to operate.

For example, if the equipment is programmed to only accept the last two digits of any year (e.g. XX) and the programming is also designed to recognize the first two digits of the year as 19, the equipment will correctly recognize the year 2001 as 1901, as designed. It may not be the result that the user is looking for, but there is no direct physical loss or damage to the equipment, as it is performing exactly as it was designed.

In the event direct physical loss or damage does result from a date related incident, we will rely on our existing policy provisions and exclusions in determining whether or not there is coverage for the resulting loss or damage.



INSURANCE IN TOUCH WITH BUSINESS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMON POLICY CONDITIONS - CANCELLATION

For other than non-payment of premium, the words "30 Days" are deleted from paragraph 2.b. of the Cancellation Condition in Endorsement No. IL 00 17 and replaced by the following:

" Days"

Nothing herein shall affect our right to suspend insurance on any "object" in accordance with the General Condition - Suspension, in the Coverage Form.

THIS ENDORSEMENT IS A PART OF YOUR POLICY AND TAKES EFFECT ON THE EFFECTIVE DATE OF YOUR POLICY UNLESS ANOTHER EFFECTIVE DATE IS SHOWN BELOW.

POLICY CHANGE NO.	POLICY NUMBER	EFFECTIVE DATE OF THIS POLICY CHANGE	
NAMED INSURED		AUTHORIZED REPRESENTATIVE COUNTERSIGNATURE	DATE
G-134891-A			08/17/01



INSURANCE IN TOUCH WITH BUSINESS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ERRORS AND OMISSIONS

We agree with you that any unintentional error or omission made by the Insured on the description or location of property insured or any failure through unintentional error to include any location owned or occupied at inception shall not void or impair coverage provided by this policy.

It is a condition of this coverage that any error or omission shall be reported and corrected when discovered.

You agree to give us prompt notice of any such error when discovered.

THIS ENDORSEMENT IS A PART OF YOUR POLICY AND TAKES EFFECT ON THE EFFECTIVE DATE OF YOUR POLICY UNLESS ANOTHER EFFECTIVE DATE IS SHOWN BELOW.

POLICY CHANGE NO.	POLICY NUMBER	EFFECTIVE DATE OF THIS POLICY CHANGE	
NAMED INSURED		AUTHORIZED REPRESENTATIVE COUNTERSIGNATURE	DATE
			08/17/01



INSURANCE IN TOUCH WITH BUSINESS

THIS ENDORSEMENT IS ADDED TO THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF COVERAGE FOR DATE-RELATED COSTS

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
 COMMERCIAL CRIME COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 STANDARD PROPERTY POLICY

A. We will not pay any costs or expenses you or others directly or indirectly incur to:

1. Assess, design, identify, inspect, install, maintain, modify, monitor, rectify, repair, replace, reprogram or test any equipment, systems, software, or any components thereof, as described in Section B. of this endorsement:
 - a. Because of the manner which such equipment, systems, software, or any components thereof recognize, interpret, process or differentiate dates or times, or are unable to recognize, interpret, process or differentiate dates or times; or
 - b. In anticipation of the manner in which such equipment, systems, software, or any components thereof may recognize, interpret, process or differentiate dates or times, or may be unable to recognize, interpret, process or differentiate dates or times; or
2. Obtain advice or consultation with respect to A.1. above.

Without limiting the breadth or scope of the foregoing, one example of the type of cost or expense excluded hereunder is any cost or expense to modify or test equipment, systems, software, or any components thereof, because of the manner in which they recognize, interpret, process or differentiate, dates or times as a consequence of the date change from 1999 to 2000.

B. Equipment, systems, software, or any components thereof include, but are not limited to, the following, whether belonging to any insured or to others:

1. Computer hardware;
2. Computer software;
3. Computer firmware meaning computer programs contained in a hardware device as a read-only memory;
4. Computer operating systems and related software;

5. Computer networks;

6. Microprocessors or micro chips; whether or not part of any computer or computerized system;

7. Any other computerized or electronic equipment, components or circuitry; or

8. Any other products, equipment, services, data or functions that directly or indirectly incorporate, use or rely upon, in any manner, any of the items listed in paragraph B.1. through B.7. above.

C. With respect to any insurance provided for loss of Business Income or Extra Expense, we will not pay for any loss or expense directly or indirectly incurred due to the period of time required to:

1. Assess, design, identify, inspect, install, maintain, modify, monitor, rectify, repair, replace, reprogram or test any equipment, systems, software, or any components thereof, as described in Section B. of this endorsement:

a. Because of the manner which such equipment, systems, software, or any components thereof recognize, interpret, process or differentiate dates or times, or are unable to recognize, interpret, process or differentiate dates or times; or

b. In anticipation of the manner in which such equipment, systems, software, or any components thereof may recognize, interpret, process or differentiate dates or times, or may be unable to recognize, interpret, process or differentiate dates or times; or

2. Obtain advice or consultation with respect to C.1 above.

BOILER AND MACHINERY
BM 01 11 06 95

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MAINE CHANGES – TESTING

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART

Exclusion B.11. is replaced by the following:

11. An "accident" to:

- a. Any of the following during a hydrostatic, pneumatic or gas pressure test:
 - (1) Boilers, fired vessels or electric steam generators;
 - (2) Refrigerating or air conditioning vessels and piping; or
 - (3) Auxiliary piping; or
- b. Any of the following while undergoing an insulation breakdown test or while being dried out:
 - (1) Rotating electrical machine, transformer, or induction feeder regulator;
 - (2) Miscellaneous electrical apparatus;
 - (3) Deep-well pump units;
 - (4) Small compressing or refrigerating units;
 - (5) Air conditioning units;
 - (6) Solid state rectifier units; or
 - (7) Turbine units.

BOILER & MACHINERY
BM 01 24 03 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI CHANGES

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART

A. When forming a part of this policy, the Legal Action Against Us Condition in the Boiler And Machinery Coverage Form, the Small Business Boiler And Machinery Coverage Form and the Small Business Boiler And Machinery Broad Coverage Form is replaced by the following:

Legal Action Against Us

No one may bring legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 10 years after the date of the "accident";
3. We agree in writing that you have an obligation to pay for damage to Covered Property of others or until the amount of that obligation has been determined by final judgment or arbitration award. No one has the right under this policy to bring us into an action to determine your liability.

B. Missouri Property And Casualty Insurance Guaranty Association Coverage Limitations

1. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.
2. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:
 - a. Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer, if the insured has a net worth of more than \$25 million on the date the insurer becomes insolvent.

If the insured prepares an annual report to shareholders, or an annual report to management reflecting net worth, then such report for the fiscal year immediately preceding the date of insolvency of the insurer will be used to determine net worth.

b. Payments made by the Association for covered claims will include only that amount of each claim which is:

- (1) In excess of \$100; and
- (2) Less than \$300,000.

However, the Association will not:

- (1) Pay an amount in excess of the applicable limit of insurance of the policy from which a claim arises; or
- (2) Return to an insured any unearned premium in excess of \$10,000.

These limitations have no effect on the coverage we will provide under this policy.

C. The Appraisal Loss Condition is replaced by the following:

APPRAISAL

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser and notify the other of the appraiser selected within 20 days of the written demand for appraisal. The two appraisers will select an umpire. If they cannot agree upon an umpire within 15 days, we or you may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. The umpire shall make an award within 30 days after the umpire receives the appraisers' submissions of their differences. A decision agreed to by any two will be binding.

Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

POLICY NUMBER:

BOILER AND MACHINERY
BM 00 31 06 95

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OBJECT DEFINITIONS NO. 6 – COMPREHENSIVE COVERAGE (INCLUDING PRODUCTION MACHINES)

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE FORM

A. "Object" means any:

1. Boiler, fired vessel, unfired vessel normally subject to vacuum or internal pressure other than weight of its contents, refrigerating and air conditioning vessels, and any metal piping and its accessory equipment;
2. Mechanical or electrical machine or apparatus used for the generation, transmission or utilization of mechanical or electrical power;
3. Any of the following vessels listed below are included within the provisions of this section when used with an "object":
 - a. Condensate return tank;
 - b. Cushion or expansion tank used with a hot water heating boiler.

B. "Object" does not mean any:

1. Part of a boiler, fired vessel or electric steam generator that does not contain steam or water;
2. Insulating or refractory material;
3. Non-metallic vessel, unless it is constructed and used in accordance with the American Society of Mechanical Engineers Code; (A.S.M.E.)
4. Catalyst;
5. Buried vessel or piping;
6. Sewer piping, piping forming a part of a fire protection system or water piping other than:
 - a. Feed water piping between any boiler and its feed pump or injector; or
 - b. Boiler condensate return piping; or
 - c. Water piping forming a part of refrigerating and air conditioning vessels and piping used for cooling, humidifying or space heating purposes;

7. Part of a vessel that is not under:

- a. Pressure of the contents of the vessel; or
- b. Internal vacuum;
8. Oven, stove, furnace, incinerator, pot, or kiln;
9. Structure, foundation, cabinet or compartment containing the object;
10. Power shovel, dragline, excavator, vehicle, aircraft, floating vessel or structure, penstock, draft tube or well-casing;
11. Conveyor, crane, elevator, escalator, or hoist, but not excluding any electrical machine or electrical apparatus mounted on or used with this equipment;
12. Electronic computer or electronic data processing equipment, unless used to operate one or more insured objects;
13. Machine or apparatus that is used for research, medical, diagnostic, surgical, dental or pathological purposes;
14. Felt, wire, screen, die, extrusion plate, swing hammer, grinding disc, cutting blade, cable, chain, belt, rope, clutch plate, brake pad, non-metallic part, or any part or tool subject to frequent, periodic replacement;
15. "Object" manufactured by you for sale.

C. For any boiler or fired vessel, the furnace of the "object" and the gas passages from there to the atmosphere will be considered as outside the "object".

- D. When a vessel uses a heat transfer medium other than water or steam we will consider the medium or its vapor as substitutes for the words—water or steam.
- E. We will consider that the - connected ready for use - requirement of the Coverage Form and its endorsements has been met by any "object" in this section if that "object" is:
 1. Periodically filled, moved, emptied and re-filled in the course of its normal service; and
 2. Used for storage of gas or liquid.
- F. For any gas turbine "Accident" does not include the cracking of any part of the object exposed to the products of combustion.
- G. We will not pay for loss or damage to any catalyst.
- H. For any "object" covered by this endorsement, Paragraph F.1.e. of the definition of "accident" in the BOILER AND MACHINERY COVERAGE FORM is replaced by the following:

Breakdown of any electronic computer or electronic data processing equipment, unless used to operate one or more insured objects.

EXHIBIT 3

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

-----X
MAFCOTE, INCORPORATED, :
Plaintiff :
VS : C-01-02-411
: :
CONTINENTAL CASUALTY INSURANCE :
COMPANY, :
Defendant :
-----X

Deposition of STEVEN A. SCHULMAN taken at the
offices of Mafcote, Incorporated, 108 Main
Street, Norwalk, Connecticut, before
Audra Gulliksen, RPR, Licensed Shorthand
Reporter #106, and Notary Public, in and for
the State of Connecticut on February 27,
2003, at 10:15 a.m.

DEL VECCHIO REPORTING SERVICES, LLC
PROFESSIONAL SHORTHAND REPORTERS
117 RANDI DRIVE 100 PEARL ST., 14th FL.
MADISON, CT 06443 HARTFORD, CT 06103-4506
203 245-9583 800 839-6867

APPEARANCES:

ON BEHALF OF THE PLAINTIFF:

HOWARD A. JAFFE, ESQ.
28 DeForest Lane
Wilton, CT 06897

ON BEHALF OF THE DEFENDANT:

FREDERIC R. MINDLIN, ESQ.
MOUND, COTTON, WOLLAN & GREENGRASS
One Battery Park Plaza
New York, NY 10004-1486

ALSO PRESENT:

JOEL CHENEVEY, CPA

1 method.

2 Q What is the relationship between Mafcote,
3 Incorporated and Miami Wabash Paper, LLC?

4 A The relationship in terms of what?

5 Q Is it a parent/subsidiary relationship? Are
6 they affiliated? Do they have some other relationship?

7 A Mafcote owns 94 percent of the enterprise
8 Miami Wabash.

9 Q Do you know who owns the other six percent?

10 A Yes.

11 Q Who is that?

12 A Daryl Evans owns three percent and
13 Howard Harper owns three percent.

14 Q Are you an officer of Miami Wabash Paper?

15 A Yes.

16 Q What office do you hold?

17 A President.

18 Q Other than you, who are the other officers of
19 Miami Wabash, if there are any?

20 A Howard Harper is vice president. Otherwise,
21 I'd have to check the books or the records to see who
22 else is an officer.

23 Q Where does --

24 A We also have a CFO, and I believe that person
25 is Miles Hisiger.

1 of Miami Wabash Paper to Nick Bozovich,
2 B-o-z-o-v-i-c-h, of CNA from Mr. Schulman which
3 Mr. Schulman used to refresh his recollection
4 concerning the date that he's provided.

5 What explanation, if any, were you provided
6 concerning the reason that you were not notified sooner
7 than August 13, 2001, of an incident that happened on
8 or about July 16 of 2001?

9 A Firstly, I was told that the boiler accident
10 when it occurred, they didn't know that it was a boiler
11 accident, and then when they traced the problem to the
12 boiler they -- I'm using "they" as Bob Kaminsky and
13 crew. So they did not know -- first, they didn't know
14 the cause of the -- first, they did not know whether
15 there was a boiler problem or not. When they
16 determined it was a boiler problem, they didn't -- they
17 did not know what the boiler problem was.

18 Finally, when they determined that it was the
19 particular boiler problem that it was, they then
20 thought they had notified the insurance carrier
21 properly, but that in their attempts to repair the
22 boiler problem, they seemed to have found out that it
23 wasn't the carrier that they notified, was not the
24 carrier that they should have notified, and they were
25 calling me up to confirm or simply to ask me who the

1 carrier was, and I believe it was to confirm who the
2 carrier was, at which point I notified our broker.

3 Q Okay. Getting back to the Exhibit 1
4 complaint, Defendant's Exhibit 1, paragraph six makes
5 certain statements about a date when the exact nature
6 of the loss was diagnosed. Is that paragraph accurate
7 to the best of your understanding?

8 A Yes, it's accurate.

9 Q Do you know by whom the nature of the problem
10 was diagnosed on July 27th?

11 A I believe that the nature of the problem was
12 diagnosed by a boiler inspector for the state of Ohio
13 who happened to be also by coincidence the CNA
14 inspector.

15 Q Do you know the identity of this person?

16 A No.

17 Q What's the basis for the understanding that
18 you just testified about?

19 A The basis is my conversations with
20 Bob Kaminsky on the subject.

21 Q Is Mr. Kaminsky still employed?

22 A No.

23 Q When was he last employed by Mafcote or Miami
24 Wabash?

25 A I believe sometime around the end of maybe

1 November, 2001.

2 Q And do you know where he is employed today,
3 if he is?

4 A No. But he is -- I believe that he is in the
5 Ohio region at a location -- at the same location as
6 when he was working for us.

7 Q So you have records containing his last known
8 home address?

9 A Yes.

10 Q Would you supply that for us, please?
11 What is your understanding, if you have one,
12 as to why it took between July 16 and July 27 to
13 diagnose the exact nature of the loss to use the words
14 in the complaint?

15 A Well, my understanding is that the
16 requirement for steam is primarily during the July
17 period, during warm weather, the requirement for steam
18 is mainly to run something called a steam foil.

19 MR. JAFFE: I don't think, if you excuse
20 us for a moment, that you're answering the
21 question that was asked.

22 THE WITNESS: This is off the record.

23 MR. MINDLIN: Okay.

24 (THEREUPON, THERE WAS A DISCUSSION
25 OFF THE RECORD.)

1 A The steam foil is an electronically
2 controlled machine. If in fact the boiler doesn't
3 produce the steam, it could be caused by the
4 electronics on the steam foiler or the boiler. So
5 first you have to trace whether it's the steam foil
6 that's the problem or the boiler. When they trace it
7 to the boiler, the question is why wouldn't the boiler
8 whatever, stay on, produce enough steam to run the
9 steam foil for any length of time, and that took time.

10 Q I've heard mention of something called
11 production line seven. Are you familiar with that?

12 A Yes.

13 Q Can you tell me what that is?

14 A Production line seven is a coater. It's a
15 coating, the main coating machine at Miami Valley.

16 Q How is the steam foil related to production
17 line seven, if it is?

18 A The steam foil is -- it's one of the pieces
19 of machinery on number seven.

20 Q Does the malfunctioning of the steam foiler
21 or its inability to function, how does that affect
22 production line seven?

23 A Well, grades of paper that need to be run
24 with a steam foil can't be run on number seven without
25 the steam foiler in operation.

1 A Well, firstly, I think I testified that the
2 8/21 date was probably a date several days, perhaps a
3 week, but let's say several days after the order was
4 verbally placed. I think that's what I testified to
5 before and if I didn't, let me state that.

6 Secondly, irrespective of that, Miami was
7 backlogged with orders that required the steam foil
8 which were not necessarily Royal Consumer Products.

9 And when Royal Consumer Products on or somewhat before
10 8/13/03 could not be assured of delivery dates,
11 immediately to satisfy contractual obligations it had
12 to meet demand, essentially told and cancelled the
13 orders that they had placed with Miami Wabash and
14 proceeded with finding vendors that could supply the
15 requirement.

16 Q Was this order previously placed with Miami
17 Wabash?

18 A Yes, it was. Not this order in particular,
19 but the orders that were cancelled that are shown in a
20 separate document we have furnished you shows you the
21 orders that were cancelled. The orders that were
22 placed are somewhat lower, slightly, than the quantity
23 of the orders that were cancelled.

24 Q Is it your testimony that the orders that
25 were placed were to replace those orders that were

1 question and by recognizing it, I have to say that
2 there could be additional lost orders, which I will
3 amend my answer to include additional lost orders. I
4 really, I have to say I'm sorry. When I was furnishing
5 this loss, these are the lost orders that I knew about
6 because I was familiar with this because of the large
7 amounts of money involved, but I never really checked,
8 to be honest and accurate, I never really carefully
9 checked to see what other orders were lost during the
10 time period.

11 MR. JAFFE: Can I interject here for a
12 moment? Do you have a copy of your demand
13 for production on us, on this particular
14 item?

15 MR. MINDLIN: I have a copy of his
16 response which I believe repeats the demand.

17 MR. JAFFE: That would be great. I just
18 want to understand whether the
19 characterization -- it's number one, all
20 documents which evidence, discuss or pertain
21 to the claims submitted by Mafcote.

22 MR. MINDLIN: No. Number 11.

23 THE WITNESS: What were the certain
24 products that we alleged.

25 MR. JAFFE: Well, you specifically talk

1 A That should be Schedule Four.

2 (THEREUPON, DEFENDANT'S EXHIBIT NO. 13,

3 SCHEDULE FOUR,

4 WAS MARKED FOR IDENTIFICATION.)

5 BY MR. MINDLIN:

6 Q Let me show you now what we marked as

7 Defendant's Exhibit 13 and ask you if this is a

8 document with which you're familiar?

9 A Yes.

10 Q Was this prepared by you or at your

11 direction?

12 A Yes.

13 Q Can you tell me what this document purports

14 to tell us?

15 A Purports to tell us the difference in cost

16 between that which we had to purchase from Folex and

17 that which we purchased from Miami due to the problem

18 with the steam foil.

19 Q And who is Folex Imaging?

20 A They are a similar company to Mafcoite,

21 Wabash.

22 Q And they make a product somewhat similar to

23 the one that Miami Wabash makes?

24 A Correct.

25 Q And as with the Schedule One and Schedule Two

1 or boiler damage of any kind at the Louisville plant of
2 Royal Consumer Products. Right?

3 A No.

4 Q The only place that there was boiler damage
5 was at the Ohio plant of Miami Wabash?

6 A Correct.

7 Q Now, towards the bottom half of Schedule Two,
8 there's a purchase order number which is 20872. Can
9 you turn to that one? Do you have that in front of
10 you?

11 A 20872, got it, yes.

12 Q This particular purchase order about a
13 quarter of the way down on the left-hand side on the
14 top under the heading ORD-date, which you've told me is
15 order date, has a date of August 28, 2001. Do you see
16 that?

17 A Yes.

18 Q If my calculation on a calendar is correct,
19 that's about 12 days after the rental boiler was up and
20 operational at Miami Wabash, was it not?

21 A Correct.

22 Q Is it your testimony that Miami Wabash was
23 unable to fill this order that was placed on or about
24 August 28 of 2001?

25 A Absolutely, given the date required for the

1 arrived at the \$15,000 amount?

2 A No.

3 Q Is it just an estimate?

4 A Yes.

5 Q You also go on in that same paragraph to
6 indicate you reasonably expect to incur expenses for
7 accountants and auditors in the sum of \$20,000?

8 A Yes.

9 Q Have you yet incurred any of those expenses?

10 A Well, at the date that we filed the claim we
11 had we estimated a cost of \$15,000. Since then we have
12 had expenses which have incurred, yes.

13 Q And have any of those expenses been for
14 anyone other than salaried employees of Mafcote?

15 A Not for account -- the only accountants and
16 auditors we've so far employed are Mafcote employees or
17 Royal Consumer Product employees or Miami Wabash
18 employees.

19 Q And do you have any documentation detailing
20 the amount that you have incurred since the preparation
21 of the complaint?

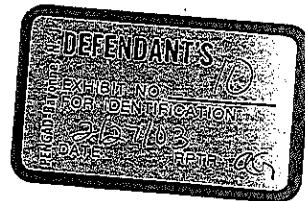
22 A No.

23 Q So again, the number is essentially an
24 estimation?

25 A Yes.

EXHIBIT 4

SCHEDULE 1



SCHEDULE 1 - 10/24/01

Purchases from NuCoat - Invoiced by Cooler Concepts, Inc.

Invoices through September 29, 2001 from Purchase Orders issued August 13, 2001.

and thereafter, for items that normally were and would have been purchased from Miami Valley, if not for the 7/16/01 Accident

cooler
concepts, inc.

Invoice

Date	Invoice #
8/22/2001	1001

235 East Lake Street
Wayzata, MN 55391

Bill To	Ship To
Royal Consumer Products 1120 West Magnolia Street Louisville, KY 40210	Royal Consumer Products 1120 West Magnolia Street Louisville, KY 40210

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
20861	1% 10 Net 30	JAD	8/22/2001	JDLogistics	Shipping Pt.	Aug01, Glossy Paper

Quantity	Item Code	Description	Price Each	Amount
19,500	S1032	8/22/01 Shipment		
228,000	Sheets	S1032, Glossy Paper (price is per MSD)	0.5345	✓ 10,422.75
1	Freight	Sheets, Glossy Paper	0.055	✓ 12,540.00
		Freight Charge JD Logistics	1,070.00	1,070.00
213,600	Sheets	8/27/01 Shipment		
1	Freight	Sheets, Glossy Paper	0.055	✓ 11,748.00
		Freight Charge JD Logistics	1,070.00	✓ 1,070.00
3,630	S1032	8/31/01 Shipment		
1	Freight	S1032, Glossy Paper (price is per MSD)	0.5345	✓ 1,940.24
		Freight Charge CCX	299.33	✓ 299.33
101	Credit	Credit for Slitting	-300.00	✓ -300.00

RECEIVED SEP 07 2001

Cooler Concepts Return Policy:

Suitability of the finished product for end use is solely the responsibility of the purchaser. Cooler Concepts implies no warranties.

In the event of any problems with the product:

Please submit samples of defective material together with an explanation of how the product is defective. Cooler Concepts will immediately test the samples. If it is determined by Cooler Concepts that there is a direct problem with the product, Cooler Concepts will issue a credit for the defective product and freight.

Please remit to above address:

	Total	\$38,790.32
--	-------	-------------

ROYAL CONSUMER PRODUCTS
1120 WEST MAGNOLIA STREET
LOUISVILLE KY 40210

09/07/01
Page 1

PHONE: 502-635-6327 FAX: 502-635-2429

P U R C H A S E O R D E R

20861

ORDER NUMBER: 20861 DV: 1 DEPT: TYPE:
JOB/SALES ORDER: PURCHASING AGENT: SJ SUPPLIER: NUCOAT
PHONE.....: 952-249-8282 FAX: 952-249-8284

VENDOR NUCOAT, INC. SHIP ROYAL CONSUMER PRODUCTS
ADDR: 235 EAST LAKE STREET TO: 1120 WEST MAGNOLIA STREET

WAYZATA MN 55391

LOUISVILLE KY 40210

Ord-Date	Req-Date	Confirm-To	Ship-Via	F.O.B.	Freight
08/21/01	08/23/01	S. JUPIN	YOUR TRUCK	DESTINATIO	PP & ADD

Tx-Ex-No	Payment Terms	Comments
13-2857778		1ST REVISION - ADD'L ROLL QTY.

ORDER QTY	OUR PART NUMBER UM & WAREHOUSE	PART DESCRIPTION	UNIT COST	EXTENDED AMOUNT
800000 SH	1309-28909 [1]	PAPER, GLOSSY, 8-1/2" X 11", TABBED EVERY 200, PALLETIZE & WRAP FOR SHIPMENT	.055	44000.00
6725 LB	1309-28909R3 [1]	YOUR PART:S1032 PAPER, 164#,WHITE, GLOSSY,ROLL 26" OR 34-1/2"W ON 3"ID CORE, +/- 2% BW. (BW BASED ON REAM SIZE: 25" X 38" X 500)	1.549852	10422.75
POUNDS SHOWN ARE APPROXIMATE. RECEIVING 19501 MSI AT \$.53/MSI = \$10,423.25				

PER DIRECTION FROM RICH RIPECKI AND JODI
DALVEY LETTER/QUOTE DATED 08/20/01.

ALL PRODUCT WARRANTED FIT FOR PURPOSE.

#####
CALL 24 HOURS IN ADVANCE OF DELIVERY FOR
A DOCK APPOINTMENT AT 502-635-6327 X12

Account Coding: _____

Capital Appropriation No.: _____

DO NOT SHIP GOODS WITHOUT A WRITTEN ACKNOWLEDGED ORDER WITH PRICES

ORDERS FROM THE ABOVE COMPANY ("THE COMPANY") SHALL HAVE NO EFFECT AND ARE NOT VALID UNTIL AND UNLESS YOU RECEIVE A WRITTEN PURCHASE ORDER ON THIS FORM SIGNED BY AN AUTHORIZED PURCHASING AGENT OF THE COMPANY.

*INVOICE IN NAME OF AND TO ADDRESS OF ORIGIN, IN DUPLICATE, WITH SHIPPING DOCUMENTS

PER _____

IF FREIGHT IS AT OUR EXPENSE, YOU MUST SHIP CHEAPEST WAY UNLESS WE ADVISE OTHERWISE.
ALL FREIGHT CHARGES MUST BE PREPAID AND ADDED TO YOUR INVOICE IF TERMS OF THIS
ORDER CALL FOR US TO PAY SAME. WE DO NOT ACCEPT COLLECT SHIPMENTS.

THIS ORDER IS SUBJECT TO ALL OF THE CONDITIONS OF PURCHASE CONTAINED ON THE REVERSE SIDE HEREOF. NONE OF SUCH CONDITIONS SHALL BE

ROYAL CONSUMER PRODUCTS
120 WEST MAGNOLIA STREET
LOUISVILLE KY 40210

09/07/01
Page 2

PHONE: 502-635-6327 FAX: 502-635-2429

P U R C H A S E O R D E R

20861

ORDER NUMBER: 20861 DV: 1 DEPT: TYPE:
JOB/SALES ORDER: PURCHASING AGENT: SJ SUPPLIER: NUCOAT
PHONE: 952-249-8282 FAX: 952-249-8284

VENDOR NUCOAT, INC.
ADDR: 235 EAST LAKE STREET

SHIP ROYAL CONSUMER PRODUCTS
TO: 1120 WEST MAGNOLIA STREET

WAYZATA MN 55391

LOUISVILLE KY 40210

Ord-Date	Req-Date	Confirm-To	Ship-Via	F.O.B.	Freight
08/21/01	08/23/01	S. JUPIN	YOUR TRUCK	DESTINATIO	PP & ADD

Tx-Ex-No	Payment Terms	Comments
13-2857778		1ST REVISION - ADD'L ROLL QTY.

ORDER	OUR PART NUMBER	UNIT	EXTENDED
QTY	UM & WAREHOUSE	COST	AMOUNT

7:00AM - 3:00PM EST. PLEASE ADVISE YOUR CARRIER TO ASK FOR AND RETAIN A CONFIRMATION NUMBER FOR THEIR DOCK APPOINTMENT FAILURE TO MAKE AN APPOINTMENT WILL RESULT IN A \$100.00 CHARGEBACK TO YOU.
#####

PLEASE APPLY OUR TAX EXEMPTION, #222179, ON FILE WITH YOU.

CONFIRMING ORDER - DO NOT DUPLICATE

1010 LB 1309-28909R3 [1]YOUR PART:S1032	1.921029	1940.24
PAPER, 164#, WHITE, GLOSSY, ROLL		
26" OR 34-1/2" W ON 3" ID CORE, +/- 2% BW.		
(BW BASED ON REAM SIZE: 25" X 38" X 500)		

09/07/01 - ADDED LINE TO ACCOMODATE ADDITIONAL ROLLS RECEIVED 09/06/01.

Account Coding: _____

Capital Appropriation No.: _____

DO NOT SHIP GOODS WITHOUT A WRITTEN ACKNOWLEDGED ORDER WITH PRICES

ORDERS FROM THE ABOVE COMPANY ("THE COMPANY") SHALL HAVE NO EFFECT AND ARE NOT VALID UNTIL AND UNLESS YOU RECEIVE A WRITTEN PURCHASE ORDER ON THIS FORM SIGNED BY AN AUTHORIZED PURCHASING AGENT OF THE COMPANY.

*INVOICE IN NAME OF AND TO ADDRESS OF ORIGIN, IN DUPLICATE, WITH SHIPPING DOCUMENTS

PER _____

IF FREIGHT IS AT OUR EXPENSE, YOU MUST SHIP CHEAPEST WAY UNLESS WE ADVISE OTHERWISE.
ALL FREIGHT CHARGES MUST BE PREPAID AND ADDED TO YOUR INVOICE IF TERMS OF THIS ORDER CALL FOR US TO PAY SAME. WE DO NOT ACCEPT COLLECT SHIPMENTS.

THIS ORDER IS SUBJECT TO ALL OF THE CONDITIONS OF PURCHASE CONTAINED ON THE REVERSE SIDE HEREOF. NONE OF SUCH CONDITIONS SHALL BE

ROYAL CONSUMER PRODUCTS
120 WEST MAGNOLIA STREET
LOUISVILLE KY 40210

09/07/01
Page 3

PHONE: 502-635-6327 FAX: 502-635-2429

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PHONE: 952-249-8282 FAX: 952-249-8284

VENDOR NUCOAT, INC.
ADDR: 235 EAST LAKE STREET

SHIP ROYAL CONSUMER PRODUCTS
TO: 1120 WEST MAGNOLIA STREET

WAYZATA MN 55391

LOUISVILLE KY 40210

Ord-Date	Req-Date	Confirm-To	Ship-Via	F.O.B.	Freight
08/21/01	08/23/01	S. JUPIN	YOUR TRUCK	DESTINATIO	PP & ADD

Tx-Ex-No	Payment Terms	Comments
13-2857778		1ST REVISION - ADD'L ROLL QTY.

ORDER QTY	OUR PART NUMBER UM & WAREHOUSE	PART DESCRIPTION	UNIT COST	EXTENDED AMOUNT
--------------	-----------------------------------	------------------	--------------	--------------------

56362.99

THE FOLLOWING INFO. MUST APPEAR ON ALL PACKING LISTS, INVOICES,
ETC., AND ON EACH CONTAINER:

- * OUR PO/RELEASE NO., PART NO. AND DESCRIPTION.
- * SUPPLIER ORDER NO./LOT NO. & DATE OF ORDER AND/OR MANUFACTURE.
- * QUANTITY SHIPPED IN TOTAL AND PER CONTAINER.

Account Coding: _____

Capital Appropriation No.: _____

DO NOT SHIP GOODS WITHOUT A WRITTEN ACKNOWLEDGED ORDER WITH PRICES

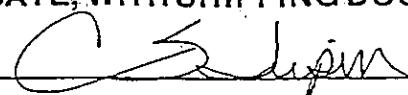
ORDERS FROM THE ABOVE COMPANY ("THE COMPANY") SHALL HAVE NO EFFECT AND ARE NOT VALID UNTIL AND UNLESS YOU
RECEIVE A WRITTEN PURCHASE ORDER ON THIS FORM SIGNED BY AN AUTHORIZED PURCHASING AGENT OF THE COMPANY.

*INVOICE IN NAME OF AND TO ADDRESS OF ORIGIN, IN DUPLICATE, WITH SHIPPING DOCUMENT

IF FREIGHT IS AT OUR EXPENSE, YOU MUST SHIP CHEAPEST WAY UNLESS WE ADVISE OTHERWISE.
ALL FREIGHT CHARGES MUST BE PREPAID AND ADDED TO YOUR INVOICE IF TERMS OF THIS
ORDER CALL FOR US TO PAY SAME. WE DO NOT ACCEPT COLLECT SHIPMENTS.

THIS ORDER IS SUBJECT TO ALL OF THE CONDITIONS OF PURCHASE CONTAINED ON THE REVERSE SIDE HEREOF. NONE OF SUCH CONDITIONS SHALL BE

PER



Invoice

cooler
CONCEPTS, INC.

RECEIVED SEP 24 2001

Date 9/18/2001
Invoice # 1009

235 East Lake Street Wayzata, MN 55391

Bill To	Ship To
Royal Consumer Products 1120 West Magnolia Street Louisville, KY 40210	Royal Consumer Products 1120 West Magnolia Street Louisville, KY 40210

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
20861	1% 10 Net 30	JAD	9/18/2001	USF Holland	Shipping Pt.	Aug01, Glossy Paper

Quantity	Item Code	Description	Price Each	Amount
68,750 Sheets		Sheets, Glossy Paper Part # 1309-28909, Paper Glossy, 8-1/2" x 11", tabbed every 200, palletize and wrap for shipment 68,750 total sheets shipped, 1200 sheets per box, 58 boxes	0.055	3,781.25
1 Freight		Freight Charge, USF Holland	347.19	347.19

Cooler Concepts Return Policy:

Suitability of the finished product for end use is solely the responsibility of the purchaser. Cooler Concepts implies no warranties.

In the event of any problems with the product:

Please submit samples of defective material together with an explanation of how the product is defective. Cooler Concepts will immediately test the samples. If it is determined by Cooler Concepts that there is a direct problem with the product, Cooler Concepts will issue a credit for the defective product and freight.

Please remit to above address.

Total \$4,128.44

1120 WEST MAGNOLIA STREET
LOUISVILLE KY 40210

Page 1

PHONE: 502-635-6327 FAX: 502-635-2429

PURCHASE ORDER

20861

ORDER NUMBER: 20861 DV: 1 DEPT: TYPE:
 JOB/SALES ORDER: PURCHASING AGENT: SJ SUPPLIER: NUCOAT
 PHONE: 952-249-8282 FAX: 952-249-8284

VENDOR NUCOAT, INC. SHIP ROYAL CONSUMER PRODUCTS
 ADDR: 235 EAST LAKE STREET TO: 1120 WEST MAGNOLIA STREET

WAYZATA MN 55391

LOUISVILLE KY 40210

Ord-Date	Req-Date	Confirm-To	Ship-Via	F.O.B.	Freight
08/21/01	08/23/01	S. JUPIN	YOUR TRUCK	DESTINATIO	PP & ADD

Tx-Ex-No	Payment Terms	Comments
13-2857778		CONFIRMING ORDER TO J. DALVEY

ORDER QTY	OUR PART NUMBER UM & WAREHOUSE	PART DESCRIPTION	UNIT COST	EXTENDED AMOUNT
800000 SH	1309-28909 [1]	PAPER, GLOSSY, 8-1/2" X 11", TABBED EVERY 200, PALLETIZE & WRAP FOR SHIPMENT	.055	44000.00
4000 LB	1309-28909R3 [1]	YOUR PART: S1032 PAPER, 164#, WHITE, GLOSSY, ROLL 26" OR 34-1/2" W ON 3" ID CORE, +/- 2% BW. (BW BASED ON REAM SIZE: 25" X 38" X 500)	2.605812	10423.25

POUNDS SHOWN ARE APPROXIMATE. RECEIVING
19501 MSI AT \$.53/MSI = \$10,423.25

PER DIRECTION FROM RICH RIPECKI AND JODI
DALVEY LETTER/QUOTE DATED 08/20/01.

ALL PRODUCT WARRANTED FIT FOR PURPOSE

#####
 CALL 24 HOURS IN ADVANCE OF DELIVERY FOR
A DOCK APPOINTMENT AT 502-635-6327 X12

Account Coding: _____

Capital Appropriation No.: _____

DO NOT SHIP GOODS WITHOUT A WRITTEN ACKNOWLEDGED ORDER WITH PRICES

ORDERS FROM THE ABOVE COMPANY ("THE COMPANY") SHALL HAVE NO EFFECT AND ARE NOT VALID UNTIL AND UNLESS YOU
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INVOICE IN NAME OF AND TO ADDRESS OF ORIGIN, IN DUPLICATE, WITH SHIPPING DOCUMENTS.

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IF FREIGHT IS AT OUR EXPENSE, YOU MUST SHIP CHEAPEST WAY UNLESS WE ADVISE OTHERWISE.
ALL FREIGHT CHARGES MUST BE PREPAID AND ADDED TO YOUR INVOICE IF TERMS OF THIS
ORDER CALL FOR US TO PAY SAME. WE DO NOT ACCEPT COLLECT SHIPMENTS.

THIS ORDER IS SUBJECT TO ALL OF THE CONDITIONS OF PURCHASE CONTAINED ON THE DOCUMENTS SIGNED HEREOF. NONE OF SUCH CONDITIONS SHALL BE

1120 WEST MAGNOLIA STREET
LOUISVILLE KY 40210

Page 2

PHONE: 502-635-6327 FAX: 502-635-2429

PURCHASE ORDER

20861

ORDER NUMBER: 20861 DV: 1 DEPT: TYPE:
 JOB/SALES ORDER: PURCHASING AGENT: SJ SUPPLIER: NUCOAT
 PHONE.....: 952-249-8282 FAX: 952-249-8284

VENDOR NUCOAT, INC. SHIP ROYAL CONSUMER PRODUCTS
 ADDR: 235 EAST LAKE STREET TO: 1120 WEST MAGNOLIA STREET

WAYZATA MN 55391 LOUISVILLE KY 40210

Ord-Date	Req-Date	Confirm-To	Ship-Via	F.O.B.	Freight
08/21/01	08/23/01	S. JUPIN	YOUR TRUCK	DESTINATIO	PP & ADD

Tx-Ex-No	Payment Terms	Comments
13-2857778		CONFIRMING ORDER TO J. DALVEY

ORDER	OUR PART NUMBER	UNIT	EXTENDED
QTY	UM & WAREHOUSE	COST	AMOUNT

7:00AM - 3:00PM EST. PLEASE ADVISE YOUR
 CARRIER TO ASK FOR AND RETAIN A CONFIR-
 MATION NUMBER FOR THEIR DOCK APPOINTMENT
 FAILURE TO MAKE AN APPOINTMENT WILL
 RESULT IN A \$100.00 CHARGEBACK TO YOU.
 #####

PLEASE APPLY OUR TAX EXEMPTION, #222179,
 ON FILE WITH YOU.

CONFIRMING ORDER - DO NOT DUPLICATE

Account Coding: _____

Capital Appropriation No.: _____

DO NOT SHIP GOODS WITHOUT A WRITTEN ACKNOWLEDGED ORDER WITH PRICES

ORDERS FROM THE ABOVE COMPANY ('THE COMPANY') SHALL HAVE NO EFFECT AND ARE NOT VALID UNTIL AND UNLESS YOU
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ROYAL CONSUMER PRODUCTS
1120 WEST MAGNOLIA STREET
LOUISVILLE KY 40210

08/21/01
Page 3

PHONE: 502-635-6327 FAX: 502-635-2429

P U R C H A S E O R D E R

20861

ORDER NUMBER: 20861 DV: 1 DEPT: TYPE:
JOB/SALES ORDER: PURCHASING AGENT: SJ SUPPLIER: NUCOAT
PHONE: 952-249-8282 FAX: 952-249-8284

VENDOR NUCOAT, INC.
ADDR: 235 EAST LAKE STREET

SHIP ROYAL CONSUMER PRODUCTS
TO: 1120 WEST MAGNOLIA STREET

WAYZATA MN 55391

LOUISVILLE KY 40210

Ord-Date	Req-Date	Confirm-To	Ship-Via	F.Q.B.	Freight
08/21/01	08/23/01	S. JUPIN	YOUR TRUCK	DESTINATIO	PP & ADD

Tx-Ex-No	Payment Terms	Comments
13-2857778		CONFIRMING ORDER TO J. DALVEY

ORDER	OUR PART NUMBER	UNIT	EXTENDED
QTY	UM & WAREHOUSE	COST	AMOUNT

54423.25

THE FOLLOWING INFO. MUST APPEAR ON ALL PACKING LISTS, INVOICES,
ETC., AND ON EACH CONTAINER:

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- * SUPPLIER ORDER NO./LOT NO. & DATE OF ORDER AND/OR MANUFACTURE.
- * QUANTITY SHIPPED IN TOTAL AND PER CONTAINER.

Account Coding: _____

Capital Appropriation No.: _____

DO NOT SHIP GOODS WITHOUT A WRITTEN ACKNOWLEDGED ORDER WITH PRICES

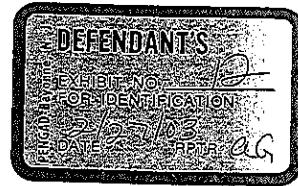
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INVOICE IN NAME OF AND TO ADDRESS OF ORIGIN, IN DUPLICATE, WITH SHIPPING DOCUMENTS

PER *S. Jupin*
alllage

EXHIBIT 5

SCHEDULE 2



SCHEDULE 2 - October 24, 2001

Purchases from Permalite
Invoices through September 29, 2001 from Purchase Orders issued August 13, 2001, and thereafter
for items that normally were and would have been purchased from Miami Valley, if not for the 7/16/01 Accident

<u>PO Date</u>	<u>PO Number</u>	<u>Product Description</u>	<u>Invoice Date</u>	<u>Unit Price</u>	<u>Unit Measure</u>	<u>Quantity Received</u>	<u>Invoice Price</u>	<u>MVP Price</u>	<u>MVP Price</u>	<u>MVP Difference</u>
8/16/01	20852	Master Sheet 4x6 Photo, 24"x 4	8/31/01	0.835	Sheet	3,600.00	3,006.00	0.3913	1,408.68	1,597.32
8/16/01	20852	Master Sheet 5x7 Photo, 20"x 4	8/31/01	0.699	Sheet	15,000.00	0,485.00	0.3113	4,669.50	5,815.50
		Freight charges					1,561.22			1,561.22
8/16/01	20852	Master Sheet 4x6 Photo, 24"x 4	9/7/01	0.835	Sheet	11,100.00	9,268.50	0.3913	4,343.43	4,925.07
8/16/01	20852	Master Sheet 5x7 Photo, 20"x 4	9/7/01	0.699	Sheet	12,600.00	8,807.40	0.3113	3,922.38	4,885.02
		Freight charges				3,009.55			3,009.55	
8/16/01	20852	Master Sheet 4x6 Photo, 24"x 4	9/13/01	0.835	Sheet	33,600.00	28,056.00	0.3913	13,147.68	14,908.32
8/16/01	20852	Master Sheet 5x7 Photo, 20"x 4	9/13/01	0.699	Sheet	44,700.00	31,245.30	0.3113	13,915.11	17,330.19
		Freight charges				2,575.00			2,575.00	
8/16/01	20852	Master Sheet 4x6 Photo, 24"x 4	9/10/01	0.835	Sheet	2,700.00	2,254.50	0.3913	1,056.51	1,197.99
8/16/01	20852	Master Sheet 5x7 Photo, 20"x 4	9/10/01	0.699	Sheet	16,500.00	1,533.50	0.3113	5,136.45	6,397.05
		Freight charges				2,633.35			2,633.35	
8/16/01	20852	Master Sheet 4x6 Photo, 24"x 4	9/28/01	0.835	Sheet	10,800.00	9,018.00	0.3913	4,226.04	4,791.96
8/16/01	20852	Master Sheet 5x7 Photo, 20"x 4	9/28/01	0.699	Sheet	12,900.00	9,017.10	0.3113	4,015.77	5,001.33
		Freight				2,700.00			2,700.00	
8/28/01	20872	Glossy, rolls	9/28/01	0.7407	MSI	81,837.83	60,617.28	0.3552	29,068.80	31,548.48
		Freight								
8/28/01	20872	Glossy, rolls	9/24/01	0.7407	MSI	32,937.17	24,396.56	0.3552	11,699.28	12,697.28
8/28/01	20872	Glossy, rolls	9/25/01	0.7407	MSI	70,681.25	52,353.60	0.3552	25,105.98	27,247.62
		Freight				2,400.00			2,400.00	
		Total					\$ 274,937.86	\$ 121,715.61	\$ 153,222.25	

Permalife

230 East Alameda Boulevard
Gardena, California 90248

13138-01
ROYAL CONSUMER PRODUCTS
1120 WEST MAGNOLIA ST.
LOUISVILLE KY 40210

SH-1-
P-T
O
ROYAL CONSUMER PRODUCTS
1120 WEST MAGNOLIA ST.
LOUISVILLE KY 40210

INVOICE #	DATE	PAGE
19722	08-31-01	1

RECEIVED SEP 12 2001

SHOR TAGES MUST BE REPORTED WITHIN 48 HOURS.

ACCOUNTING COPY

1120 WEST MAGNOLIA STREET
LOUISVILLE KY 40210

Page 1

PHONE: 502-635-6327 FAX: 502-635-2429

PURCHASE ORDER

20852

ORDER NUMBER: 20852 DV: 1 DEPT: TYPE:
 JOB/SALES ORDER: PURCHASING AGENT: SJ SUPPLIER: PERMAL
 PHONE: 310-327-0244/800-237-6583 FAX: 310-715-8228

VENDOR PERMALITE SHIP ROYAL CONSUMER PRODUCTS
 ADDR: 230 E. ALONDRA BLVD. TO: 1120 WEST MAGNOLIA STREET

GARDENA CA 90248

LOUISVILLE KY 40210

Ord-Date	Req-Date	Confirm-To	Ship-Via	F.O.B.	Freight
08/16/01	09/04/01	S. JUPIN	YOUR TRUCK	SHIP POINT	PP & ADD

Tx-Ex-No	Payment Terms	Comments
13-2857778		1ST REVISION - ITEM NO. LINE 1

ORDER	OUR PART NUMBER	UNIT	EXTENDED
QTY	UM & WAREHOUSE	COST	AMOUNT
88000 SH	1309-40021M [1] MASTER SHEET, 4X6, PHOTO, 24" X 42"	.835	73480.00

*** PLS NOTE: ITEM NUMBER REVISION ***

158000 SH	1309-40022M [1] MASTER SHEET, 5X7, PHOTO, 20" X 42"	.699	110442.00
-----------	--	------	-----------

CONFIRMS PAUL SPAULDING CONVERSATION
 WITH BILL BOLDUC. PARTIAL SHIPMENTS OF
 BOTH ITEMS MUST SHIP WEEK OF 08/27/01
 W/50,000 OF OUR ITEM 1309-28945M (4X6) &
 90,000 OF OUR ITEM 1309-40022M (5X7) DUE
 NO LATER THAN 09/04/01.

ALL PRODUCT WARRANTED FIT FOR PURPOSE

#####
 CALL 24 HOURS IN ADVANCE OF DELIVERY FOR
 A DOCK APPOINTMENT AT 502-635-6327 X12

Account Coding: _____

Capital Appropriation No.: _____

DO NOT SHIP GOODS WITHOUT A WRITTEN ACKNOWLEDGED ORDER WITH PRICES

ORDERS FROM THE ABOVE COMPANY ("THE COMPANY") SHALL HAVE NO EFFECT AND ARE NOT VALID UNTIL AND UNLESS YOU RECEIVE A WRITTEN PURCHASE ORDER ON THIS FORM SIGNED BY AN AUTHORIZED PURCHASING AGENT OF THE COMPANY.

INVOICE IN NAME OF AND TO ADDRESS OF ORIGIN, IN DUPLICATE, WITH SHIPPING DOCUMENTS

PER _____

IF FREIGHT IS AT OUR EXPENSE, YOU MUST SHIP CHEAPEST WAY UNLESS WE ADVISE OTHERWISE.
 ALL FREIGHT CHARGES MUST BE PREPAID AND ADDED TO YOUR INVOICE IF TERMS OF THIS ORDER CALL FOR US TO PAY SAME. WE DO NOT ACCEPT COLLECT SHIPMENTS.

THIS ORDER IS SUBJECT TO ALL OF THE CONDITIONS OF PURCHASE CONTAINED ON THE REVERSE SIDE HEREOF. NONE OF SUCH CONDITIONS SHALL BE

ROYAL CONSUMER PRODUCTS
1120 WEST MAGNOLIA STREET
LOUISVILLE KY 40210

06/21/01
Page 2

PHONE: 502-635-6327 FAX: 502-635-2429

P U R C H A S E O R D E R

20852

ORDER NUMBER: 20852 DV: I DEPT: TYPE:
JOB/SALES ORDER: PURCHASING AGENT: SJ SUPPLIER: PERMAL
PHONE: 310-327-0244/800-237-6583 FAX: 310-715-8228

VENDOR PERMALITE
ADDR: 230 E. ALONDRA BLVD.

SHIP ROYAL CONSUMER PRODUCTS
TO: 1120 WEST MAGNOLIA STREET

GARDENA CA 90248

LOUISVILLE KY 40210

Ord-Date	Req-Date	Confirm-To	Ship-Via	F.O.B.	Freight
08/16/01	09/04/01	S. JUPIN	YOUR TRUCK	SHIP POINT	PP & ADD

Tx-Ex-No	Payment Terms	Comments
13-2857778		1ST REVISION - ITEM NO. LINE 1

ORDER	OUR PART NUMBER	UNIT	EXTENDED
QTY	UM & WAREHOUSE	COST	AMOUNT

7:00AM - 3:00PM EST. PLEASE ADVISE YOUR
CARRIER TO ASK FOR AND RETAIN A CONFIR-
MATION NUMBER FOR THEIR DOCK APPOINTMENT.
FAILURE TO MAKE AN APPOINTMENT WILL
RESULT IN A \$100.00 CHARGEBACK TO YOU.
#####

PLEASE APPLY OUR TAX EXEMPTION, #222179,
ON FILE WITH YOU.

0% UNDERRUN / 10% OVERRUN ALLOWED
IF OVERRUN EXCEEDS 10% ALLOWABLE, PLEASE
HOLD EXCESS IN INVENTORY UNTIL WE ADVISE
DISPOSITION

CONFIRMING ORDER - DO NOT DUPLICATE

Account Coding: _____

Capital Appropriation No.: _____

DO NOT SHIP GOODS WITHOUT A WRITTEN ACKNOWLEDGED ORDER WITH PRICES

ORDERS FROM THE ABOVE COMPANY ("THE COMPANY") SHALL HAVE NO EFFECT AND ARE NOT VALID UNTIL AND UNLESS YOU
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F FREIGHT IS AT OUR EXPENSE, YOU MUST SHIP CHEAPEST WAY UNLESS WE ADVISE OTHERWISE.
ALL FREIGHT CHARGES MUST BE PREPAID AND ADDED TO YOUR INVOICE IF TERMS OF THIS
ORDER CALL FOR US TO PAY SAME. WE DO NOT ACCEPT COLLECT SHIPMENTS.
THIS ORDER IS SUBJECT TO ALL OF THE CONDITIONS OF PURCHASE CONTAINED ON THE PURCHASE ORDER HEREBE. NAME OF OTHER CONDITIONS SHALL BE

PER _____

ROYAL CONSUMER PRODUCTS
1120 WEST MAGNOLIA STREET
LOUISVILLE KY 40210

Page 3

PHONE: 502-635-6327 FAX: 502-635-2429

PURCHASE ORDER

20852

ORDER NUMBER: 20852 DV: 1 DEPT: TYPE:
 JOB/SALES ORDER: PURCHASING AGENT: SJ SUPPLIER: PERMAL
 PHONE: 310-327-0244/800-237-6583 FAX: 310-715-8228

VENDOR PERMALITE

ADDR: 230 E. ALONDRA BLVD.

SHIP ROYAL CONSUMER PRODUCTS
TO: 1120 WEST MAGNOLIA STREET

GARDENA CA 90248

LOUISVILLE KY 40210

Ord-Date	Req-Date	Confirm-To	Ship-Via	F.O.B.	Freight
08/16/01	09/04/01	S. JUPIN	YOUR TRUCK	SHIP POINT	PP & ADD

Tx-Ex-No	Payment Terms	Comments
13-2857778		1ST REVISION - ITEM NO. LINE 1

ORDER	OUR PART NUMBER	UNIT	EXTENDED
QTY	UM & WAREHOUSE	COST	AMOUNT
	PART DESCRIPTION		

183922.00

THE FOLLOWING INFO. MUST APPEAR ON ALL PACKING LISTS, INVOICES,
ETC., AND ON EACH CONTAINER:

- * OUR PO/RELEASE NO., PART NO. AND DESCRIPTION.
- * SUPPLIER ORDER NO./LOT NO. & DATE OF ORDER AND/OR MANUFACTURE.
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PER



1120 WEST MAGNOLIA STREET
LOUISVILLE KY 40210

Page 1

PHONE: 502-635-6327 FAX: 502-635-2429

PURCHASE ORDER

20852

ORDER NUMBER: 20852 DV: 1 DEPT: TYPE:
 JOB/SALES ORDER: PURCHASING AGENT: SJ SUPPLIER: PERMAL
 PHONE: 310-327-0244/800-237-6583 FAX: 310-715-8228

VENDOR PERMALITE
ADDR: 230 E. ALONDRA BLVD.

SHIP ROYAL CONSUMER PRODUCTS
TO: 1120 WEST MAGNOLIA STREET

GARDENA CA 90248

LOUISVILLE KY 40210

Ord-Date	Req-Date	Confirm-To	Ship-Via	F.O.B.	Freight
08/16/01	09/04/01	S. JUPIN	YOUR TRUCK	SHIP POINT	PP & ADD

Tx-Ex-No	Payment Terms	Comments
13-2857778		1ST REVISION - ITEM NO. LINE 1

ORDER QTY	OUR PART NUMBER UM & WAREHOUSE	PART DESCRIPTION	UNIT COST	EXTENDED AMOUNT
88000	SH 1309-40021M [1]	MASTER SHEET, 4X6, PHOTO, 24" X 42"	.835	73480.00

*** PLS NOTE: ITEM NUMBER REVISION ***

158000	SH 1309-40022M [1]	MASTER SHEET, 5X7, PHOTO, 20" X 42"	.699	110442.00
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CONFIRMS PAUL SPAULDING CONVERSATION
WITH BILL BOLDUC. PARTIAL SHIPMENTS OF
BOTH ITEMS MUST SHIP WEEK OF 08/27/01
W/50,000 OF OUR ITEM 1309-28945M (4X6) &
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NO LATER THAN 09/04/01.

ALL PRODUCT WARRANTED FIT FOR PURPOSE.

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1120 WEST MAGNOLIA STREET
LOUISVILLE KY 40210

Page 2

PHONE: 502-635-6327 FAX: 502-635-2429

PURCHASE ORDER

20852

ORDER NUMBER: 20852 DV: 1 DEPT: TYPE:
 JOB/SALES ORDER: PURCHASING AGENT: SJ SUPPLIER: PERMAL
 PHONE: 310-327-0244/800-237-6583 FAX: 310-715-8228

VENDOR PERMALITE SHIP ROYAL CONSUMER PRODUCTS
 ADDR: 230 E. ALONDRA BLVD. TO: 1120 WEST MAGNOLIA STREET

GARDENA CA 90248

LOUISVILLE KY 40210

Ord-Date	Req-Date	Confirm-To	Ship-Via	F.O.B.	Freight
08/16/01	09/04/01	S. JUPIN	YOUR TRUCK	SHIP POINT	PP & ADD

Tx-Ex-No	Payment Terms	Comments
13-2857778		1ST REVISION - ITEM NO. LINE 1

ORDER	OUR PART NUMBER	UNIT	EXTENDED
QTY	UM & WAREHOUSE	COST	AMOUNT

7:00AM - 3:00PM EST. PLEASE ADVISE YOUR CARRIER TO ASK FOR AND RETAIN A CONFIRMATION NUMBER FOR THEIR DOCK APPOINTMENT. FAILURE TO MAKE AN APPOINTMENT WILL RESULT IN A \$100.00 CHARGEBACK TO YOU.
 #####

PLEASE APPLY OUR TAX EXEMPTION, #222179, ON FILE WITH YOU.

0% UNDERRUN / 10% OVERRUN ALLOWED. IF OVERRUN EXCEEDS 10% ALLOWABLE, PLEASE HOLD EXCESS IN INVENTORY UNTIL WE ADVISE DISPOSITION.

CONFIRMING ORDER - DO NOT DUPLICATE

Account Coding: _____

Capital Appropriation No.: _____

DO NOT SHIP GOODS WITHOUT A WRITTEN ACKNOWLEDGED ORDER WITH PRICES

ORDERS FROM THE ABOVE COMPANY ("THE COMPANY") SHALL HAVE NO EFFECT AND ARE NOT VALID UNTIL AND UNLESS YOU RECEIVE A WRITTEN PURCHASE ORDER ON THIS FORM SIGNED BY AN AUTHORIZED PURCHASING AGENT OF THE COMPANY.

INVOICE IN NAME OF AND TO ADDRESS OF ORIGIN, IN DUPLICATE, WITH SHIPPING DOCUMENTS

PER _____

IF FREIGHT IS AT OUR EXPENSE, YOU MUST SHIP CHEAPEST WAY UNLESS WE ADVISE OTHERWISE.
 ALL FREIGHT CHARGES MUST BE PREPAID AND ADDED TO YOUR INVOICE IF TERMS OF THIS ORDER CALL FOR US TO PAY SAME. WE DO NOT ACCEPT COLLECT SHIPMENTS.

THIS ORDER IS SUBJECT TO ALL OF THE CONDITIONS OF PURCHASE CONTAINED ON THE REVERSE SIDE HEREOF. NONE OF SUCH CONDITIONS SHALL BE

1120 WEST MAGNOLIA STREET
LOUISVILLE KY 40210

Page 3

PHONE: 502-635-6327 FAX: 502-635-2429

PURCHASE ORDER

20852

ORDER NUMBER: 20852 DV: 1 DEPT: TYPE:
 JOB/SALES ORDER: PURCHASING AGENT: SJ SUPPLIER: PERMAL
 PHONE: 310-327-0244/800-237-6583 FAX: 310-715-8228

VENDOR PERMALITE SHIP ROYAL CONSUMER PRODUCTS
 ADDR: 230 E. ALONDRA BLVD. TO: 1120 WEST MAGNOLIA STREET

GARDENA CA 90248

LOUISVILLE KY 40210

Ord-Date	Req-Date	Confirm-To	Ship-Via	F.O.B.	Freight
08/16/01	09/04/01	S. JUPIN	YOUR TRUCK	SHIP POINT	PP & ADD

Tx-Ex-No	Payment Terms	Comments
13-2857778		1ST REVISION - ITEM NO. LINE 1

ORDER	OUR PART NUMBER	UNIT	EXTENDED
QTY	UM & WAREHOUSE	COST	AMOUNT
	PART DESCRIPTION		

183922.00

THE FOLLOWING INFO. MUST APPEAR ON ALL PACKING LISTS, INVOICES,
 ETC., AND ON EACH CONTAINER:

- * OUR PO/RELEASE NO., PART NO. AND DESCRIPTION.
- * SUPPLIER ORDER NO./LOT NO. & DATE OF ORDER AND/OR MANUFACTURE.
- * QUANTITY SHIPPED IN TOTAL AND PER CONTAINER.

Account Coding: _____

Capital Appropriation No.: _____

DO NOT SHIP GOODS WITHOUT A WRITTEN ACKNOWLEDGED ORDER WITH PRICES

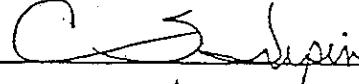
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PER



McMillan Inc.
ReproMedia Corporation

230 East Alondra Boulevard
Gardena, California 90248
(310) 327-0244 (800) 237-6683 National FAX (310) 715-8228

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ROYAL CONSUMER PRODUCTS
1120 WEST MAGNOLIA ST
LOUISVILLE KY 40210

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1120 WEST MAGNOLIA ST.
LOUISVILLE KY 40210

ITEM #	DESCRIPTION	LINEAR YDS.	SQUARE YDS.	PRICE	INVOICE #		DATE	PAUL		
					QUANTITY	UNIT	STOCK #	CONTROL #	ROLL #	PREPAY-ADJ
20852	1240N 24x42 (300) Shts Per Pk	250.50		PK	1412	PK	1309-40021M	TRUCK-LW	NATIONWIDE	
	1240N 20x42 (300) Shts Per Pk	209.70		PK	149	PK	1309-40022M			
	REF# 6496B									
	SUB-TOTAL									
	FREIGHT									
	TOTAL									
	59301.3									
	2575.6									
	61876.9									

DRAFTAGES MUST BE REPORTED WITHIN 48 HOURS.

DUPLICATE

ROYAL CONSUMER PRODUCTS
1120 WEST MAGNOLIA STREET
LOUISVILLE KY 40210

Page 1

PHONE: 502-635-6327 FAX: 502-635-2429

PURCHASE ORDER

20852

ORDER NUMBER: 20852 DV: 1 DEPT: TYPE:
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PHONE: 310-327-0244/800-237-6583 FAX: 310-715-8228

VENDOR PERMALITE

ADDR: 230 E. ALONDRA BLVD.

SHIP ROYAL CONSUMER PRODUCTS
TO: 1120 WEST MAGNOLIA STREET

GARDENA CA 90248

LOUISVILLE KY 40210

Ord-Date	Req-Date	Confirm-To	Ship-Via	F.O.B.	Freight
08/16/01	09/04/01	S. JUPIN	YOUR TRUCK	SHIP POINT	PP & ADD

Tx-Ex-No	Payment Terms	Comments
13-2857778		1ST REVISION - ITEM NO. LINE 1

ORDER	OUR PART NUMBER	UNIT	EXTENDED
QTY	UM & WAREHOUSE	COST	AMOUNT
88000 SH 1309-40021M [1]		.835	73480.00
MASTER SHEET, 4X6, PHOTO, 24" X 42"			

*** PLS NOTE: ITEM NUMBER REVISION ***

158000 SH 1309-40022M [1]	.699	110442.00
MASTER SHEET, 5X7, PHOTO, 20" X 42"		

CONFIRMS PAUL SPAULDING CONVERSATION
WITH BILL BOLDUC. PARTIAL SHIPMENTS OF
BOTH ITEMS MUST SHIP WEEK OF 08/27/01
W/50,000 OF OUR ITEM 1309-28945M (4X6) &
90,000 OF OUR ITEM 1309-40022M (5X7) DUE
NO LATER THAN 09/04/01.

ALL PRODUCT WARRANTED FIT FOR PURPOSE

#####
CALL 24 HOURS IN ADVANCE OF DELIVERY FOR
A DOCK APPOINTMENT AT 502-635-6327 X12

Account Coding: _____

Capital Appropriation No.: _____

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1120 WEST MAGNOLIA STREET
LOUISVILLE KY 40210

Page 2

PHONE: 502-635-6327 FAX: 502-635-2429

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20852

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VENDOR PERMALITE

ADDR: 230 E. ALONDRA BLVD.

SHIP ROYAL CONSUMER PRODUCTS
TO: 1120 WEST MAGNOLIA STREET

GARDENA CA 90248

LOUISVILLE KY 40210

Ord-Date	Req-Date	Confirm-To	Ship-Via	F.O.B.	Freight
08/16/01	09/04/01	S. JUPIN	YOUR TRUCK	SHIP POINT	PP & ADD

Tx-Ex-No	Payment Terms	Comments
13-2857778		1ST REVISION - ITEM NO. LINE 1

ORDER	OUR PART NUMBER	UNIT	EXTENDED
QTY	UM & WAREHOUSE	COST	AMOUNT

7:00AM - 3:00PM EST. PLEASE ADVISE YOUR CARRIER TO ASK FOR AND RETAIN A CONFIRMATION NUMBER FOR THEIR DOCK APPOINTMENT. FAILURE TO MAKE AN APPOINTMENT WILL RESULT IN A \$100.00 CHARGEBACK TO YOU.
 #####

PLEASE APPLY OUR TAX EXEMPTION, #222179, ON FILE WITH YOU.

0% UNDERRUN / 10% OVERRUN ALLOWED
 IF OVERRUN EXCEEDS 10% ALLOWABLE, PLEASE HOLD EXCESS IN INVENTORY UNTIL WE ADVISE DISPOSITION.

CONFIRMING ORDER - DO NOT DUPLICATE

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ROYAL CONSUMER PRODUCTS
1120 WEST MAGNOLIA STREET
LOUISVILLE KY 40210

8/21/01
Page 3

PHONE: 502-635-6327 FAX: 502-635-2429

PURCHASE ORDER

20852

ORDER NUMBER: 20852 DV: 1 DEPT: TYPE:
JOB/SALES ORDER: PURCHASING AGENT: SJ SUPPLIER: PERMAL
PHONE: 310-327-0244/800-237-6583 FAX: 310-715-8228

VENDOR PERMALITE

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TO: 1120 WEST MAGNOLIA STREET

GARDENA CA 90248

LOUISVILLE KY 40210

Ord-Date	Req-Date	Confirm-To	Ship-Via	F.O.B.	Freight
08/16/01	09/04/01	S. JUPIN	YOUR TRUCK	SHIP POINT	PP & ADD

Tx-Ex-No	Payment Terms	Comments
13-2857778		1ST REVISION - ITEM NO. LINE 1

ORDER	OUR PART NUMBER	UNIT	EXTENDED
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183922.00

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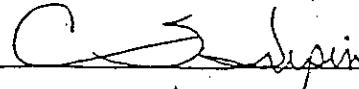
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REPRO
MEDIA CORP.
230 East Alondra Boulevard
(310) 327-0244 (800) 237-0583 National FAX (310) 715-8228

230 East Alondra Boulevard
Gardena, California 90248

(310) 327-0244 (800) 237-0583 National FAX (310) 715-8228

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ROYAL CONSUMER PRODUCTS
1120 WEST MAGNOLIA ST.
LOUISVILLE KY 40210

20852

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ROYAL CONSUMER PRODUCTS
1120 WEST MAGNOLIA STREET
LOUISVILLE KY 40210

08/27/01

Page 1

PHONE: 502-635-6327 FAX: 502-635-2429

PURCHASE ORDER

20852

ORDER NUMBER: 20852 DV: 1 DEPT: TYPE:
JOB/SALES ORDER: PURCHASING AGENT: SJ SUPPLIER: PERMAL
PHONE: 310-327-0244/800-237-6583 FAX: 310-715-8228

VENDOR PERMALITE

ADDR: 230 E. ALONDRA BLVD.

SHIP ROYAL CONSUMER PRODUCTS
TO: 1120 WEST MAGNOLIA STREET

GARDENA CA 90248

LOUISVILLE KY 40210

Ord-Date	Req-Date	Confirm-To	Ship-Via	F.O.B.	Freight
08/16/01	09/04/01	S. JUPIN	YOUR TRUCK	SHIP POINT	PP & ADD

Tx-Ex-No	Payment Terms	Comments
13-2857778		1ST REVISION - ITEM NO. LINE 1

ORDER	OUR PART NUMBER	UNIT	EXTENDED
QTY	UM & WAREHOUSE	COST	AMOUNT
88000 SH 1309-40021M [1]	MASTER SHEET, 4X6, PHOTO, 24" X 42"	.835	73480.00
158000 SH 1309-40022M [1]	MASTER SHEET, 5X7, PHOTO, 20" X 42"	.699	110442.00

*** PLS NOTE: ITEM NUMBER REVISION ***
CONFIRMS PAUL SPAULDING CONVERSATION
WITH BILL BOLDUC. PARTIAL SHIPMENTS OF
BOTH ITEMS MUST SHIP WEEK OF 08/27/01
W/50,000 OF OUR ITEM 1309-28945M (4X6) &
90,000 OF OUR ITEM 1309-40022M (5X7) DUE
NO LATER THAN 09/04/01

ALL PRODUCT WARRANTED FIT FOR PURPOSE

CALL 24 HOURS IN ADVANCE OF DELIVERY FOR
A DOCK APPOINTMENT AT 502-635-6327 X12

Account Coding: _____

Capital Appropriation No.: _____

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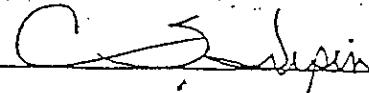
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ReprintMediaCorporation

230 East Alondra Boulevard Gardena, California 90248
(310) 327-0244 (800) 237-6533 National FAX (310) 715-8228

ROYAL CONSUMER PRODUCTS
1120 WEST MAGNOLIA ST
LOUISVILLE KY 40210

RECEIVED Oct 09 2001

ITEM #	DESCRIPTION	LINEAR YDS.	SQUARE YDS.	PRICE	PRICE	
					PER LINEAR YD	PER SQUARE YD
20852	TRUCK-LH	ESTRN SG	PREPAY-ADJ	2 1/2 NET 10		
43	43 PK	1240N-20423W		1240N 20 X 42 (300)	209.70	PK
36	36 PK	1240N-24423W		1240N 24 X 42 (300)	250.50	PK
				TOTAL	9018.00	
				18035.		

ROYAL CONSUMER PRODUCTS
1120 WEST MAGNOLIA STREET
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Page 1

PHONE: 502-635-6327 FAX: 502-635-2429

PURCHASE ORDER

20852

ORDER NUMBER: 20852 DV: 1 DEPT: TYPE:
JOB/SALES ORDER: PURCHASING AGENT: SJ SUPPLIER: PERMAL
PHONE: 310-327-0244/800-237-6583 FAX: 310-715-8228

VENDOR PERMALITE
ADDR: 230 E. ALONDRA BLVD.

SHIP ROYAL CONSUMER PRODUCTS
TO: 1120 WEST MAGNOLIA STREET

GARDENA CA 90248

LOUISVILLE KY 40210

Ord-Date	Req-Date	Confirm-To	Ship-Via	F.O.B.	Freight
08/16/01	09/04/01	S. JUPIN	YOUR TRUCK	SHIP POINT	PP & ADD

Tx-Ex-No	Payment Terms	Comments
13-2857778		1ST REVISION - ITEM NO. LINE 1

ORDER	OUR PART NUMBER	UNIT	EXTENDED
QTY	UM & WAREHOUSE	COST	AMOUNT
88000 SH 1309-40021M [1]	MASTER SHEET, 4X6, PHOTO, 24" X 42"	.835	73480.00

*** PLS NOTE: ITEM NUMBER REVISION ***

158000 SH 1309-40022M [1]	.699	110442.00
MASTER SHEET, 5X7, PHOTO, 20" X 42"		

CONFIRMS PAUL SPAULDING CONVERSATION
WITH BILL BOLDUC. PARTIAL SHIPMENTS OF
BOTH ITEMS MUST SHIP WEEK OF 08/27/01
W/50,000 OF OUR ITEM 1309-28945M (4X6) &
90,000 OF OUR ITEM 1309-40022M (5X7) DUE
NO LATER THAN 09/04/01.

ALL PRODUCT WARRANTED FIT FOR PURPOSE

#####
CALL 24 HOURS IN ADVANCE OF DELIVERY FOR
A DOCK APPOINTMENT AT 502-635-6327 X12

Account Coding: _____

Capital Appropriation No.: _____

DO NOT SHIP GOODS WITHOUT A WRITTEN ACKNOWLEDGED ORDER WITH PRICES

ORDERS FROM THE ABOVE COMPANY ("THE COMPANY") SHALL HAVE NO EFFECT AND ARE NOT VALID UNTIL AND UNLESS YOU
RECEIVE A WRITTEN PURCHASE ORDER ON THIS FORM SIGNED BY AN AUTHORIZED PURCHASING AGENT OF THE COMPANY.

INVOICE IN NAME OF AND TO ADDRESS OF ORIGIN, IN DUPLICATE, WITH SHIPPING DOCUMENTS

PER _____

IF FREIGHT IS AT OUR EXPENSE, YOU MUST SHIP CHEAPEST WAY UNLESS WE ADVISE OTHERWISE.
ALL FREIGHT CHARGES MUST BE PREPAID AND ADDED TO YOUR INVOICE IF TERMS OF THIS
ORDER CALL FOR US TO PAY SAME. WE DO NOT ACCEPT COLLECT SHIPMENTS.

THIS ORDER IS SUBJECT TO ALL OF THE CONDITIONS OF PURCHASE CONTAINED ON THE REVERSE SIDE HEREOF. NONE OF SUCH CONDITIONS SHALL BE

1120 WEST MAGNOLIA STREET
LOUISVILLE KY 40210

Page 2

PHONE: 502-635-6327 FAX: 502-635-2429

PURCHASE ORDER

20852

ORDER NUMBER: 20852 DV: I DEPT: TYPE:
JOB/SALES ORDER: PURCHASING AGENT: SJ SUPPLIER: PERMAL
PHONE: 310-327-0244/800-237-6583 FAX: 310-715-8228

VENDOR PERMALITE
ADDR: 230 E. ALONDRA BLVD.

SHIP ROYAL CONSUMER PRODUCTS
TO: 1120 WEST MAGNOLIA STREET

GARDENA CA 90248 : LOUISVILLE KY 40210

Ord-Date	Req-Date	Confirm-To	Ship-Via	F.O.B.	Freight
08/16/01	09/04/01	S. JUPIN	YOUR TRUCK	SHIP POINT	PP & ADD

Tx-Ex-No	Payment Terms	Comments
13-2857778		1ST REVISION - ITEM NO. LINE 1

ORDER	OUR PART NUMBER	UNIT	EXTENDED
QTY	UM & WAREHOUSE	COST	AMOUNT

7:00AM - 3:00PM EST. PLEASE ADVISE YOUR CARRIER TO ASK FOR AND RETAIN A CONFIRMATION NUMBER FOR THEIR DOCK APPOINTMENT. FAILURE TO MAKE AN APPOINTMENT WILL RESULT IN A \$100.00 CHARGEBACK TO YOU.

#####

PLEASE APPLY OUR TAX EXEMPTION, #222179, ON FILE WITH YOU.

0% UNDERRUN / 10% OVERRUN ALLOWED
IF OVERRUN EXCEEDS 10% ALLOWABLE, PLEASE HOLD EXCESS IN INVENTORY UNTIL WE ADVISE DISPOSITION.

CONFIRMING ORDER - DO NOT DUPLICATE

Account Coding: _____

Capital Appropriation No.: _____

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ROYAL CONSUMER PRODUCTS
1120 WEST MAGNOLIA STREET
LOUISVILLE KY 40210

00/00/00
Page 3

PHONE: 502-635-6327 FAX: 502-635-2429

P U R C H A S E O R D E R

20852

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08/16/01	09/04/01	S. JUPIN	YOUR TRUCK	SHIP POINT	PP & ADD

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13-2857778		1ST REVISION - ITEM NO. LINE 1

ORDER	OUR PART NUMBER	UNIT	EXTENDED	
QTY	UM & WAREHOUSE	PART DESCRIPTION	COST	AMOUNT

183922.00

THE FOLLOWING INFO. MUST APPEAR ON ALL PACKING LISTS, INVOICES,
ETC., AND ON EACH CONTAINER:

- * OUR PO/RELEASE NO., PART NO. AND DESCRIPTION.
- * SUPPLIER ORDER NO./LOT NO. & DATE OF ORDER AND/OR MANUFACTURE.
- * QUANTITY SHIPPED IN TOTAL AND PER CONTAINER.

Account Coding: _____

Capital Appropriation No.: _____

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REPROMEDIA
ReproMedia Corporation

230 East Alondra Boulevard
Gardena, California 90248
(310) 327-0244 (800) 237-6583 National FAX (310) 715-8228

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13138
ROYAL CONSUMER PRODUCTS
1120 WEST MAGNOLIA ST
LOUISVILLE KY 40210

RECEIVED OCT 6 2003
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INVOICE #	DATE	ITEM
19809A	09-28-01	1

NUMBER ITEM QUANTITY SHIPPED	UNIT	STOCK #	CARRIER CONTROL #	FREIGHT PREPAY-AUD	SALESMAN HOUSE ACCT	TERMS 2 % NET 10	LINEAR YDS. SQUARE YDS.	PRICE PRICE PER	FOR GARDENA FAX 9/28		
									ROLL #	DESCRIPTION	EXTENSIO
20872	TRUCK-LH	ESTRN SB									
15	15	SYD	12432625		A1124A1	26.25 1243N PHOTOGS M/R				SYD	1998.
		SYD	12432625		A1125A1	26.25 1243N PHOTOGS M/R	2856	2082	0.96000	SYD	2198.
		SYD	12432625		A1125B1	26.25 1243N PHOTOGS M/R	3141	2290	0.96000	SYD	2180
		SYD	12432625		A1125C1	26.25 1243N PHOTOGS M/R	3145	2271	0.96000	SYD	2033
		SYD	12432625		A1125E1	26.25 1243N PHOTOGS M/R	2905	2118	0.96000	SYD	1469
		SYD	12432625		A1125H1	26.25 1243N PHOTOGS M/R	2100	1531	0.96000	SYD	2107
		SYD	12432625		A1127A1	26.25 1243N PHOTOGS M/R	3011	2195	0.96000	SYD	2215
		SYD	12432625		A1127B1	26.25 1243N PHOTOGS M/R	3166	2308	0.96000	SYD	2201
		SYD	12432625		A1127C1	26.25 1243N PHOTOGS M/R	3145	2293	0.96000	SYD	2229
		SYD	12432625		A1127D1	26.25 1243N PHOTOGS M/R	3185	2322	0.96000	SYD	2198
		SYD	12432625		A1127E1	26.25 1243N PHOTOGS M/R	3141	2290	0.96000	SYD	2215
		SYD	12432625		A1127F1	26.25 1243N PHOTOGS M/R	3166	2308	0.96000	SYD	2208
		SYD	12432625		A1128A1	26.25 1243N PHOTOGS M/R	3156	2301	0.96000	SYD	2211
		SYD	12432625		A1128B1	26.25 1243N PHOTOGS M/R	3166	2308	0.96000	SYD	2215
		SYD	12432625		A1128C1	26.25 1243N PHOTOGS M/R	2166	1579	0.96000	SYD	1515
15	15	SYD	12432475			24.75 1243N PHOTOGS M/R				DUPPLICATE	

13138
ROYAL CONSUMER PRODUCTS
1120 WEST MAGNOLIA ST
LOUISVILLE KY 40210

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ROYAL CONSUMER PRODUCTS
120 WEST MAGNOLIA STREET
LOUISVILLE KY 40210

09/26/01
Page 1

PHONE: 502-635-6327 FAX: 502-635-2429

P U R C H A S E O R D E R

20872

ORDER NUMBER: 20872 DV: 1 DEPT: TYPE:
JOB/SALES ORDER: PURCHASING AGENT: SJ SUPPLIER: PERMAL
PHONE: 310-327-0244/800-237-6583 FAX: 310-715-8228

VENDOR PERMALITE
ADDR: 230 E. ALONDRA BLVD.

SHIP ROYAL CONSUMER PRODUCTS
TO: 1120 WEST MAGNOLIA STREET

GARDENA CA 90248

LOUISVILLE KY 40210

Ord-Date	Req-Date	Confirm-To	Ship-Via	F.O.B.	Freight
08/28/01	09/04/01	S. JUPIN	YOUR TRUCK	SHIP POINT	PP & ADD

Tx-Ex-No	Payment Terms	Comments
13-2857778		2ND REVISION - INCR. QTY.

ORDER	OUR PART NUMBER		UNIT	EXTENDED
QTY	UM & WAREHOUSE	PART DESCRIPTION	COST	AMOUNT

12000 LB 1309-28909R3 [1]	PAPER, 128#, WHITE, GLOSSY, ROLL, 43" W X 40" OD X 3" OR 6" ID CORE, +/- 2% BASIS WT (BW BASED ON REAM SIZE: 25" X 38" X 500)	1.90598	22871.76
---------------------------	---	---------	----------

09/12/01 - PRICE AND QUANTITY REVISIONS
PER PAUL SPAULDING CONVERSATION WITH
BILL BOLDUC.

PRICE PER POUND IS APPROXIMATE. ACTUAL
PRICE WILL BE \$.50/MSI OR \$.648/SY.
CONVERSION IS APPROX. .2623 LBS/MSI OR
.34 LBS/SY.

46000 LB 1309-28909R3 [1] YOUR PART: 1243-N	2.82352	129881.92
PAPER, 124.6#, WHITE, GLOSSY, ROLL, 26.25" & 24.75" W ON 3" OR 6" ID CORE, +/- 2% BW. (BW BASED ON REAM SIZE: 25" X 38" X 500)		

PER PAUL SPAULDING, RICH REPECKI AND

Account Coding: _____

Capital Appropriation No.: _____

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ORDERS FROM THE ABOVE COMPANY ("THE COMPANY") SHALL HAVE NO EFFECT AND ARE NOT VALID UNTIL AND UNLESS YOU
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PER _____

ROYAL CONSUMER PRODUCTS
120 WEST MAGNOLIA STREET
LOUISVILLE KY 40210

09/26/01
Page 1

PHONE: 502-635-6327 FAX: 502-635-2429

P U R C H A S E O R D E R

20872

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JOB/SALES ORDER: PURCHASING AGENT: SJ SUPPLIER: PERMAL
PHONE: 310-327-0244/800-237-6583 FAX: 310-715-8228

VENDOR PERMALITE
ADDR: 230 E. ALONDRA BLVD.

SHIP ROYAL CONSUMER PRODUCTS
TO: 1120 WEST MAGNOLIA STREET

GARDENA CA 90248

LOUISVILLE KY 40210

Ord-Date	Req-Date	Confirm-To	Ship-Via	F.O.B.	Freight
08/28/01	09/04/01	S. JUPIN	YOUR TRUCK	SHIP POINT	PP & ADD

Tx-Ex-No	Payment Terms	Comments
13-2857778		2ND REVISION - INCR. QTY.

ORDER	OUR PART NUMBER	UNIT	EXTENDED
QTY	UM & WAREHOUSE	COST	AMOUNT
12000 LB	1309-28909R3 [1] PAPER, 128#, WHITE, GLOSSY, ROLL, 43"W X 40"OD X 3" OR 6"ID CORE, +/- 2% BASIS WT (BW BASED ON REAM SIZE: 25" X 38" X 500)	1.90598	22871.76
09/12/01 - PRICE AND QUANTITY REVISIONS PER PAUL SPAULDING CONVERSATION WITH BILL BOLDUC.			
PRICE PER POUND IS APPROXIMATE. ACTUAL PRICE WILL BE \$.50/MSI OR \$.648/SY. CONVERSION IS APPROX. .2623 LBS/MSI OR .34 LBS/SY.			
46000 LB	1309-28909R3 [1]YOUR PART:1243-N PAPER, 124.6#, WHITE, GLOSSY, ROLL, 26.25" & 24.75"W ON 3" OR 6"ID CORE, +/- 2% BW. (BW BASED ON REAM SIZE: 25" X 38" X 500)	2.82352	129881.92

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ROYAL CONSUMER PRODUCTS
20 WEST MAGNOLIA STREET
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09/26/01
Page 2

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PHONE: 310-327-0244/800-237-6583 FAX: 310-715-8228

VENDOR PERMALITE SHIP ROYAL CONSUMER PRODUCTS
ADDR: 230 E. ALONDRA BLVD. TO: 1120 WEST MAGNOLIA STREET

GARDENA CA 90248 LOUISVILLE KY 40210

Ord-Date	Req-Date	Confirm-To	Ship-Via	F.O.B.	Freight
08/28/01	09/04/01	S. JUPIN	YOUR TRUCK	SHIP POINT	PP & ADD

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13-2857778		2ND REVISION - INCR. QTY.

ORDER	OUR PART NUMBER	UNIT	EXTENDED
QTY	UM & WAREHOUSE	COST	AMOUNT

TONY SARY EMAIL CORRESPONDENCE SEPT. 2001

*** PLEASE ENSURE CORE PLUGS ARE USED
TO PREVENT CORES FROM BEING CRUSHED
DURING SHIPMENT. ***

PRICE PER POUND IS APPROXIMATE. ACTUAL
PRICE WILL BE \$.7407/MSI OR \$.96/SY.
CONVERSION IS APPROX. .2623 LBS/MSI OR
.34 LBS/SY.

ALL PRODUCT WARRANTED FIT FOR PURPOSE

#####
CALL 24 HOURS IN ADVANCE OF DELIVERY FOR
A DOCK APPOINTMENT AT 502-635-6327 X12
7:00AM - 3:00PM EST. PLEASE ADVISE YOUR
CARRIER TO ASK FOR AND RETAIN A CONFIR-
MATION NUMBER FOR THEIR DOCK TIME.
FAILURE TO MAKE AN APPOINTMENT WILL

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Page 3

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ORDER	OUR PART NUMBER	UNIT	EXTENDED
QTY	UM & WAREHOUSE	COST	AMOUNT

RESULT IN A \$100.00 CHARGEBACK TO YOU.
#####

PLEASE APPLY OUR TAX EXEMPTION, #222179,
ON FILE WITH YOU.

0% UNDERRUN / 10% OVERRUN ALLOWED
IF OVERRUN EXCEEDS 10% ALLOWABLE, PLEASE
HOLD EXCESS IN INVENTORY UNTIL WE ADVISE
DISPOSITION.

INFORMATION REQUESTED TO BE ON ALL DOCUMENTATION
MUST ALSO BE SHOWN ON EACH
ROLL CORE. IN ADDITION, PLEASE NOTE
ROLL # OF # BY LOT NO.

NOTE: PLEASE ADVISE TOTAL YIELD AS SOON
AS JOB IS COMPLETE.

Account Coding: _____

Capital Appropriation No.: _____

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ROYAL CONSUMER PRODUCTS
20 WEST MAGNOLIA STREET
LOUISVILLE KY 40210

09/26/01
Page 4

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ADDR: 230 E. ALONDRA BLVD. TO: 1120 WEST MAGNOLIA STREET

GARDENA CA 90248 LOUISVILLE KY 40210

Ord-Date	Req-Date	Confirm-To	Ship-Via	F.O.B.	Freight
08/28/01	09/04/01	S. JUPIN	YOUR TRUCK	SHIP POINT	PP & ADD

Tx-Ex-No	Payment Terms	Comments
13-2857778		2ND REVISION - INCR. QTY.

ORDER	OUR PART NUMBER	UNIT	EXTENDED
QTY	UM & WAREHOUSE	COST	AMOUNT
	PART DESCRIPTION		

CONFIRMING ORDER - DO NOT DUPLICATE

152753.68

THE FOLLOWING INFO. MUST APPEAR ON ALL PACKING LISTS, INVOICES, ETC., AND ON EACH CONTAINER:

- * OUR PO/RELEASE NO., PART NO. AND DESCRIPTION.
- * SUPPLIER ORDER NO./LOT NO. & DATE OF ORDER AND/OR MANUFACTURE.
- * QUANTITY SHIPPED IN TOTAL AND PER CONTAINER.

Account Coding: _____

Capital Appropriation No.: _____

DO NOT SHIP GOODS WITHOUT A WRITTEN ACKNOWLEDGED ORDER WITH PRICES

ORDERS FROM THE ABOVE COMPANY ("THE COMPANY") SHALL HAVE NO EFFECT AND ARE NOT VALID UNTIL AND UNLESS YOU RECEIVE A WRITTEN PURCHASE ORDER ON THIS FORM SIGNED BY AN AUTHORIZED PURCHASING AGENT OF THE COMPANY.

*INVOICE IN NAME OF AND TO ADDRESS OF ORIGIN, IN DUPLICATE, WITH SHIPPING DOCUMENTS

IF FREIGHT IS AT OUR EXPENSE, YOU MUST SHIP CHEAPEST WAY UNLESS WE ADVISE OTHERWISE.
ALL FREIGHT CHARGES MUST BE PREPAID AND ADDED TO YOUR INVOICE IF TERMS OF THIS
ORDER CALL FOR US TO PAY SAME. WE DO NOT ACCEPT COLLECT SHIPMENTS.

THIS ORDER IS SUBJECT TO ALL OF THE CONDITIONS OF PURCHASE CONTAINED ON THE REVERSE SIDE HEREOF. NOVE OF THESE CONDITIONS SHALL RE

PER

S. Jupin
mailing 1/26/01

237 East Alondra Boulevard
 (310) 327-0244 (800) 237-6583 National FAX (310) 715-8228

B
 13138-01
 ROYAL CONSUMER PRODUCTS
 1120 WEST MAGNOLIA ST
 LOUISVILLE KY 40210

S
 H
 1120 WEST MAGNOLIA ST.
 LOUISVILLE KY 40210

NUMBER 20872 SHIP VIA CARRIER
 TRUCK-LW NATIONALWIDE

FREIGHT PREPAID SALESMAN
 PREPAID-AIR HOUSE ACCT

TERMS
 NET 30 DAYS

FOB
 GARDENA FAX 9/12

ITEM NO. QUANTITY UNIT STOCK # CONTROL # ROLL #

DESCRIPTION

LINEAR YDS. SQUARE YDS.

PRICE

PRICE
PER

EXTENSI

SYD 1243N4300 A1110A

43.00 1243N PHOTOOLS M/R

3185 3804 0.64800

SYD 2464.

SYD 1243N4300 A1111A

43.00 1243N PHOTOOLS M/R

3130 3739 0.64800

SYD 2422.

SYD 1243N4300 A1111B

43.00 1243N PHOTOOLS M/R

2880 3440 0.64800

SYD 2229.

SYD 1243N4300 A1111C

43.00 1243N PHOTOOLS M/R

3240 3870 0.64800

SYD 2507.

SYD 1243N4300 A1111D

43.00 1243N PHOTOOLS M/R

3230 3859 0.64800

SYD 2499.

SYD 1243N4300 A1111E

43.00 1243N PHOTOOLS M/R

3225 3852 0.64800

SYD 2496.

SYD 1243N4300 A1111G

43.00 1243N PHOTOOLS M/R

3220 3846 0.64800

SYD 2492.

SYD 1243N4300 A1112A

43.00 1243N PHOTOOLS M/R

3040 3631 0.64800

SYD 2352.

SYD 1243N4300 A1112B

43.00 1243N PHOTOOLS M/R

3146 3757 0.64800

SYD 2434.

ROLLS ARE 44" BUT SOLD AS 43"

19753	09-24-01	1
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233 East Alondra Boulevard Gardena, California 90248
(310) 327-0244 (800) 237-6583 National FAX (310) 715-8228

B
13138-01
L
ROYAL CONSUMER PRODUCTS
1120 WEST MAGNOLIA ST
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LOUISVILLE KY 40210
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ROYAL CONSUMER PRODUCTS
1120 WEST MAGNOLIA ST.
LOUISVILLE KY 40210

ITEM #	QUANTITY SHIPPED	UNIT	STOCK #	CARRIER NATIONWIDE	FREIGHT PREPAY-ADD	SALESMAN HOUSE ACCT	TERMS NET 30 DAYS	FOB GARDENA	FAX 9/12	PRICE PER EXTENSION	
										DESCRIPTION	LINEAR YDS. / SQUARE YDS.
20872	10	SYD	1243N4300							**1309-28909R3**	
		SYD	1243N4300	A1110A	43.00 1243N PHOTOLS M/R	3105	3804 0.64800	SYD	2464.		
		SYD	1243N4300	A1111A	43.00 1243N PHOTOLS M/R	3130	3739 0.64800	SYD	2422.		
		SYD	1243N4300	A1111B	43.00 1243N PHOTOLS M/R	2880	3440 0.64800	SYD	2229.		
		SYD	1243N4300	A1111C	43.00 1243N PHOTOLS M/R	3240	3870 0.64800	SYD	2507.		
		SYD	1243N4300	A1111D	43.00 1243N PHOTOLS M/R	3230	3858 0.64800	SYD	2499.		
		SYD	1243N4300	A1111E	43.00 1243N PHOTOLS M/R	3225	3852 0.64800	SYD	2496.		
		SYD	1243N4300	A1111F	43.00 1243N PHOTOLS M/R	3220	3852 0.64800	SYD	2492.		
		SYD	1243N4300	A1111G	43.00 1243N PHOTOLS M/R	3040	3631 0.64800	SYD	2352.		
		SYD	1243N4300	A1111H	43.00 1243N PHOTOLS M/R	3146	3757 0.64800	SYD	2434.		
					ROLLS ARE 44" BUT SOLD AS 43"						
					DUPLICATE						

© 2000 R&M

230 East Alondra Boulevard
(310) 327-0244 (800) 237-6583 National FAX (310) 715-8228
Gardena, California 90248

ROYAL CONSUMER FRESH
1120 WEST MAGNOLIA ST
LOUISVILLE KY 40210
15138-01

ROYAL CONSUMER PRODUCTS
1120 WEST MAGNOLIA ST.
LOUISVILLE KY 40210

ROYAL CONSUMER PRODUCTS
120 WEST MAGNOLIA STREET
LOUISVILLE KY 40210

09/26/01
Page 1

PHONE: 502-635-6327 FAX: 502-635-2429

P U R C H A S E O R D E R

20872

ORDER NUMBER: 20872 DV: 1 DEPT: TYPE:
JOB/SALES ORDER: PURCHASING AGENT: SJ SUPPLIER: PERMAL
PHONE: 310-327-0244/800-237-6583 FAX: 310-715-8228

VENDOR PERMALITE

ADDR: 230 E. ALONDRA BLVD.

SHIP ROYAL CONSUMER PRODUCTS
TO: 1120 WEST MAGNOLIA STREET

GARDENA CA 90248

LOUISVILLE KY 40210

Ord-Date 08/28/01	Req-Date 09/04/01	Confirm-To S. JUPIN	Ship-Via YOUR TRUCK	F.O.B. SHIP POINT	Freight PP & ADD
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Tx-Ex-No 13-2857778	Payment Terms	Comments 2ND REVISION - INCR. QTY.
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ORDER QTY	OUR PART NUMBER UM & WAREHOUSE	PART DESCRIPTION	UNIT COST	EXTENDED AMOUNT
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12000 LB	1309-28909R3	[1] PAPER, 128#, WHITE, GLOSSY, ROLL, 43"W X 40"OD X 3" OR 6"ID CORE, +/- 2% BASIS WT (BW BASED ON REAM SIZE: 25" X 38" X 500)	1.90598	22871.76
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09/12/01 - PRICE AND QUANTITY REVISIONS
PER PAUL SPAULDING CONVERSATION WITH
BILL BOLDUC.

PRICE PER POUND IS APPROXIMATE. ACTUAL
PRICE WILL BE \$.50/MSI OR \$.648/SY.
CONVERSION IS APPROX. .2623 LBS/MSI OR
.34 LBS/SY.

46000 LB	1309-28909R3	[1]YOUR PART:1243-N PAPER, 124.6#, WHITE, GLOSSY, ROLL, 26.25" & 24.75"W ON 3" OR 6"ID CORE, +/- 2% BW. (BW BASED ON REAM SIZE: 25" X 38" X 500)	2.82352	129881.92
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PER PAUL SPAULDING, RICH REPECKI AND

Account Coding: _____

Capital Appropriation No.: _____

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INVOICE IN NAME OF AND TO ADDRESS OF ORIGIN, IN DUPLICATE, WITH SHIPPING DOCUMENTS.

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ROYAL CONSUMER PRODUCTS
20 WEST MAGNOLIA STREET
LOUISVILLE KY 40210

09/26/01
Page 2

PHONE: 502-635-6327 FAX: 502-635-2429

P U R C H A S E O R D E R

20872

ORDER NUMBER: 20872 DV: 1 DEPT: . . . TYPE: .
JOB/SALES ORDER: PURCHASING AGENT: SJ SUPPLIER: PERMAL
PHONE: 310-327-0244/800-237-6583 FAX: 310-715-8228

VENDOR PERMALITE

ADDR: 230 E. ALONDRA BLVD.

SHIP ROYAL CONSUMER PRODUCTS

TO: 1120 WEST MAGNOLIA STREET

GARDENA CA 90248

LOUISVILLE KY 40210

Ord-Date	Req-Date	Confirm-To	Ship-Via	F.Q.B.	Freight
08/28/01	09/04/01	S. JUPIN	YOUR TRUCK	SHIP POINT	PP & ADD

Tx-Ex-No	Payment Terms	Comments
13-2857778		2ND REVISION - INCR. QTY.

ORDER	OUR PART NUMBER	UNIT	EXTENDED
QTY	UM & WAREHOUSE	COST	AMOUNT

TONY SARY EMAIL CORRESPONDENCE SEPT. 2001

*** PLEASE ENSURE CORE PLUGS ARE USED
TO PREVENT CORES FROM BEING CRUSHED
DURING SHIPMENT. ***

PRICE PER POUND IS APPROXIMATE. ACTUAL
PRICE WILL BE \$.7407/MSI OR \$.96/SY.
CONVERSION IS APPROX. .2623 LBS/MSI OR
.34 LBS/SY.

ALL PRODUCT WARRANTED FIT FOR PURPOSE

CALL 24 HOURS IN ADVANCE OF DELIVERY FOR
A DOCK APPOINTMENT AT 502-635-6327 X12
7:00AM - 3:00PM EST. PLEASE ADVISE YOUR
CARRIER TO ASK FOR AND RETAIN A CONFIR-
MATION NUMBER FOR THEIR DOCK TIME.
FAILURE TO MAKE AN APPOINTMENT WILL

Account Coding: _____

Capital Appropriation No.: _____

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ROYAL CONSUMER PRODUCTS
20 WEST MAGNOLIA STREET
LOUISVILLE KY 40210

09/26/01
Page 3

PHONE: 502-635-6327 FAX: 502-635-2429

P U R C H A S E O R D E R

20872

ORDER NUMBER: 20872 DV: 1 DEPT: TYPE:
JOB/SALES ORDER: PURCHASING AGENT: SJ SUPPLIER: PERMAL
PHONE: 310-327-0244/800-237-6583 FAX: 310-715-8228

VENDOR PERMALITE
ADDR: 230 E. ALONDRA BLVD.

SHIP ROYAL CONSUMER PRODUCTS
TO: 1120 WEST MAGNOLIA STREET

GARDENA CA 90248

LOUISVILLE KY 40210

Ord-Date	Req-Date	Confirm-To	Ship-Via	F.O.B.	Freight
08/28/01	09/04/01	S. JUPIN	YOUR TRUCK	SHIP POINT	PP & ADD

Tx-Ex-No	Payment Terms	Comments
13-2857778		2ND REVISION - INCR. QTY.

ORDER	OUR PART NUMBER	UNIT	EXTENDED
QTY	UM & WAREHOUSE	COST	AMOUNT

RESULT IN A \$100.00 CHARGEBACK TO YOU.

#####

PLEASE APPLY OUR TAX EXEMPTION, #222179,
ON FILE WITH YOU.

0% UNDERRUN / 10% OVERRUN ALLOWED
IF OVERRUN EXCEEDS 10% ALLOWABLE, PLEASE
HOLD EXCESS IN INVENTORY UNTIL WE ADVISE
DISPOSITION.

INFORMATION REQUESTED TO BE ON ALL DOCUMENTATION
MUST ALSO BE SHOWN ON EACH
ROLL CORE.. IN ADDITION, PLEASE NOTE
ROLL # OF # BY LOT NO.

NOTE: PLEASE ADVISE TOTAL YIELD AS SOON
AS JOB IS COMPLETE.

Account Coding: _____

Capital Appropriation No.: _____

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REPROMEDIA CORPORATION
230 East Alondra Boulevard Gardena, California 90248
(310) 327-0244 (800) 237-6583 National FAX (310) 715-8228

8 13138
L ROYAL CONSUMER PRODUCTS
L 1120 WEST MAGNOLIA ST
T LOUISVILLE KY 40210

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ITEM NUMBER	QUANTITY	UNIT	STOCK #	CARRIER	FREIGHT	SALESMAN	TERMS	FOB	GARDENA MAIL 9/24	
									PRICE PER LINEAR YDS. SQUARE YDS.	PRICE PER EXTENSION
13	13	SYD	12432625	A1121B1		26.25 1243N PHOTOLS M/R			SYD	2064.
		SYD	12432625	A1121D1	26.25 1243N PHOTOLS M/R		2950	2151	0.96000	SYD 1928.
		SYD	12432625	A1121E1	26.25 1243N PHOTOLS M/R		2755	2009	0.96000	SYD 2149.
		SYD	12432625	A1121F1	26.25 1243N PHOTOLS M/R		3071	2239	0.96000	SYD 2208.
		SYD	12432625	A1121G1	26.25 1243N PHOTOLS M/R		3156	2301	0.96000	SYD 2187.
		SYD	12432625	A1122A1	26.25 1243N PHOTOLS M/R		3126	2279	0.96000	SYD 2071.
		SYD	12432625	A1122B1	26.25 1243N PHOTOLS M/R		2960	2158	0.96000	SYD 2061.
		SYD	12432625	A1122C1	26.25 1243N PHOTOLS M/R		2945	2147	0.96000	SYD 2096.
		SYD	12432625	A1123B1	26.25 1243N PHOTOLS M/R		2995	2184	0.96000	SYD 2208.
		SYD	12432625	A1122D1	26.25 1243N PHOTOLS M/R		3156	2301	0.96000	SYD 2101.
		SYD	12432625	A1122E1	26.25 1243N PHOTOLS M/R		3002	2189	0.96000	SYD 2030
		SYD	12432625	A1123C1	26.25 1243N PHOTOLS M/R		2901	2115	0.96000	SYD 2120
		SYD	12432625	A1123A1	26.25 1243N PHOTOLS M/R		3030	2209	0.96000	SYD 1800
		SYD	12432475		24.75 1243N PHOTOLS M/R		2572	1875	0.96000	SYD 1946
		SYD	12432475	A1121B2	24.75 1243N PHOTOLS M/R		2950	2028	0.96000	SYD 1818
					DUPPLICATE					
					ORTAGES MUST BE REPORTED WITHIN 48 HOURS.					

R.C. PHOTOGS INC
ReproMedia Corporation

230 East Alondra Boulevard
(310) 327-0244 (800) 237-6583 National FAX (310) 715-8228
Gardena, California 90248

B
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13138
ROYAL CONSUMER PRODUCTS
1120 WEST MAGNOLIA ST
LOUISVILLE KY 40210

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NUMBER 20872	QUANTITY SHIPPED	UNIT	STOCK #	CARRIER TRUCK-LH	CARRIER ESTRN 98	FREIGHT PREPAY-ADU	SALESMAN HOUSE ACCT	TERMS NET 16 DAYS	EXPIRE 8/24	GARDENA EMAIL		
										DESCRIPTION	LINEAR YDS. SQUARE YDS.	PRICE PER
SYD	12432475		A1121E2		24.75 1243N PHOTOGS M/R		3071	2111	0.96000	SYD	2026	
SYD	12432475		A1121E2		24.75 1243N PHOTOGS M/R		3155	2169	0.96000	SYD	2082	
SYD	12432475		A1122A2		24.75 1243N PHOTOGS M/R		3124	2148	0.96000	SYD	2062	
SYD	12432475		A1122B2		24.75 1243N PHOTOGS M/R		2960	2035	0.96000	SYD	1953	
SYD	12432475		A1122C2		24.75 1243N PHOTOGS M/R		2945	2025	0.96000	SYD	1944	
SYD	12432475		A1123B2		24.75 1243N PHOTOGS M/R		2995	2059	0.96000	SYD	1976	
SYD	12432475		A1122D2		24.75 1243N PHOTOGS M/R		3135	2169	0.96000	SYD	2082	
SYD	12432475		A1122E2		24.75 1243N PHOTOGS M/R		3002	2064	0.96000	SYD	1981	
SYD	12432475		A1123C2		24.75 1243N PHOTOGS M/R		2655	1825	0.96000	SYD	1752	
SYD	12432475		A1123A2		24.75 1243N PHOTOGS M/R		3030	2083	0.96000	SYD	1999	
					24.75 1243N PHOTOGS M/R		2572	1768	0.96000	SYD	1697	
					TOTAL 50 YDS		54535	SUB-TOTAL FREIGHT TOTAL			52356	
											2406	
											54753	

ROYAL CONSUMER PRODUCTS
120 WEST MAGNOLIA STREET
LOUISVILLE KY 40210

09/26/01
Page 1

PHONE: 502-635-6327 FAX: 502-635-2429

P U R C H A S E O R D E R

20872

ORDER NUMBER: 20872 DV: 1 DEPT: TYPE:
JOB/SALES ORDER: PURCHASING AGENT: SJ SUPPLIER: PERMAL
PHONE: 310-327-0244/800-237-6583 FAX: 310-715-8228

VENDOR PERMALITE

ADDR: 230 E. ALONDRA BLVD.

SHIP ROYAL CONSUMER PRODUCTS
TO: 1120 WEST MAGNOLIA STREET

GARDENA CA 90248

LOUISVILLE KY 40210

Ord-Date	Req-Date	Confirm-To	Ship-Via	F.O.B.	Freight
08/28/01	09/04/01	S. JUPIN	YOUR TRUCK	SHIP POINT	PP & ADD

Tx-Ex-No	Payment Terms	Comments
13-2857778		2ND REVISION - INCR. QTY.

ORDER QTY	OUR PART NUMBER UM & WAREHOUSE	PART DESCRIPTION	UNIT COST	EXTENDED AMOUNT
12000 LB	1309-28909R3	[1] PAPER, 128#, WHITE, GLOSSY, ROLL, 43" W X 40" OD X 3" OR 6" ID CORE, +/- 2% BASIS WT (BW BASED ON REAM SIZE: 25" X 38" X 500)	1.90598	22871.76
09/12/01 - PRICE AND QUANTITY REVISIONS PER PAUL SPAULDING CONVERSATION WITH BILL BOLDUC.				
PRICE PER POUND IS APPROXIMATE. ACTUAL PRICE WILL BE \$.50/MSI OR \$.648/SY. CONVERSION IS APPROX. .2623 LBS/MSI OR .34 LBS/SY.				
46000 LB	1309-28909R3	[1] YOUR PART: 1243-N PAPER, 124.6#, WHITE, GLOSSY, ROLL, 26.25" & 24.75" W ON 3" OR 6" ID CORE, +/- 2% BW. (BW BASED ON REAM SIZE: 25" X 38" X 500)	2.82352	129881.92
PER PAUL SPAULDING, RICH REPECKI AND				

Account Coding: _____

Capital Appropriation No.: _____

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PER _____

ROYAL CONSUMER PRODUCTS
120 WEST MAGNOLIA STREET
LOUISVILLE KY 40210

09/26/01
Page 2

PHONE: 502-635-6327 FAX: 502-635-2429

P U R C H A S E O R D E R

20872

ORDER NUMBER: 20872 DV: 1 DEPT: TYPE:
JOB/SALES ORDER: PURCHASING AGENT: SJ SUPPLIER: PERMAL
PHONE: 310-327-0244/800-237-6583 FAX: 310-715-8228

VENDOR PERMALITE SHIP ROYAL CONSUMER PRODUCTS
ADDR: 230 E. ALONDRA BLVD. TO: 1120 WEST MAGNOLIA STREET

GARDENA CA 90248

LOUISVILLE KY 40210

Ord-Date	Req-Date	Confirm-To	Ship-Via	F.O.B.	Freight
08/28/01	09/04/01	S. JUPIN	YOUR TRUCK	SHIP POINT	PP & ADD

Tx-Ex-No	Payment Terms	Comments
13-2857778		2ND REVISION - INCR. QTY.

ORDER QTY	OUR PART NUMBER UM & WAREHOUSE	PART DESCRIPTION	UNIT COST	EXTENDED AMOUNT
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TONY SARY EMAIL CORRESPONDENCE SEPT. 2001

*** PLEASE ENSURE CORE PLUGS ARE USED
TO PREVENT CORES FROM BEING CRUSHED
DURING SHIPMENT. ***

PRICE PER POUND IS APPROXIMATE. ACTUAL
PRICE WILL BE \$.7407/MSI OR \$.96/SY.
CONVERSION IS APPROX. .2623 LBS/MSI OR
.34 LBS/SY.

ALL PRODUCT WARRANTED FIT FOR PURPOSE

CALL 24 HOURS IN ADVANCE OF DELIVERY FOR
A DOCK APPOINTMENT AT 502-635-6327 X12
7:00AM - 3:00PM EST. PLEASE ADVISE YOUR
CARRIER TO ASK FOR AND RETAIN A CONFIR-
MATION NUMBER FOR THEIR DOCK TIME.
FAILURE TO MAKE AN APPOINTMENT WILL

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120 WEST MAGNOLIA STREET
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Page 3

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JOB/SALES ORDER: PURCHASING AGENT: SJ SUPPLIER: PERMAL
PHONE.....: 310-327-0244/800-237-6583 FAX: 310-715-8228

VENDOR PERMALITE SHIP ROYAL CONSUMER PRODUCTS
ADDR: 230 E. ALONDRA BLVD. TO: 1120 WEST MAGNOLIA STREET

GARDENA CA 90248

LOUISVILLE KY 40210

Ord-Date	Req-Date	Confirm-To	Ship-Via	F.O.B.	Freight
08/28/01	09/04/01	S. JUPIN	YOUR TRUCK	SHIP POINT	PP & ADD

Tx-Ex-No	Payment Terms	Comments
13-2857778		2ND REVISION - INCR. QTY.

ORDER	OUR PART NUMBER	UNIT	EXTENDED
QTY	UM & WAREHOUSE	COST	AMOUNT
	PART DESCRIPTION		

RESULT IN A \$100.00 CHARGEBACK TO YOU.

#####

PLEASE APPLY OUR TAX EXEMPTION, #222179,
ON FILE WITH YOU.

0% UNDERRUN / 10% OVERRUN ALLOWED
IF OVERRUN EXCEEDS 10% ALLOWABLE, PLEASE
HOLD EXCESS IN INVENTORY UNTIL WE ADVISE
DISPOSITION.

INFORMATION REQUESTED TO BE ON ALL DOCUMENTATION
MUST ALSO BE SHOWN ON EACH
ROLL CORE. IN ADDITION, PLEASE NOTE
ROLL # OF # BY LOT NO.

NOTE: PLEASE ADVISE TOTAL YIELD AS SOON
AS JOB IS COMPLETE.

Account Coding: _____

Capital Appropriation No.: _____

DO NOT SHIP GOODS WITHOUT A WRITTEN ACKNOWLEDGED ORDER WITH PRICES

ORDERS FROM THE ABOVE COMPANY ("THE COMPANY") SHALL HAVE NO EFFECT AND ARE NOT VALID UNTIL AND UNLESS YOU RECEIVE A WRITTEN PURCHASE ORDER ON THIS FORM SIGNED BY AN AUTHORIZED PURCHASING AGENT OF THE COMPANY.

INVOICE IN NAME OF AND TO ADDRESS OF ORIGIN, IN DUPLICATE, WITH SHIPPING DOCUMENTS.

PER

IF FREIGHT IS AT OUR EXPENSE, YOU MUST SHIP CHEAPEST WAY UNLESS WE ADVISE OTHERWISE.
ALL FREIGHT CHARGES MUST BE PREPAID AND ADDED TO YOUR INVOICE IF TERMS OF THIS
ORDER CALL FOR US TO PAY SAME WE DO NOT ACCEPT COLLECT SHIPMENTS.

THIS ORDER IS SUBJECT TO ALL OF THE CONDITIONS OF PURCHASE CONTAINED ON THE REVERSE SIDE HEREOF. NONE OF SUCH CONDITIONS SHALL BE

ROYAL CONSUMER PRODUCTS
120 WEST MAGNOLIA STREET
LOUISVILLE KY 40210

09/26/01
Page 4

PHONE: 502-635-6327 FAX: 502-635-2429

P U R C H A S E O R D E R

20872

ORDER NUMBER: 20872 DV: 1 DEPT: TYPE:
JOB/SALES ORDER: PURCHASING AGENT: SJ SUPPLIER: PERMAL
PHONE: 310-327-0244/800-237-6583 FAX: 310-715-8228

Ord-Date	Req-Date	Confirm-To	Ship-Via	F.O.B.	Freight
08/28/01	09/04/01	S. JUPIN	YOUR TRUCK	SHIP POINT	PP & ADD

Tx-Ex-No : Payment Terms : Comments
13-2857778 : 2ND REVISION - INCR. QTY.

ORDER QTY	OUR PART NUMBER UM & WAREHOUSE	PART DESCRIPTION	UNIT COST	EXTENDED AMOUNT
--------------	-----------------------------------	------------------	--------------	--------------------

CONFIRMING ORDER - DO NOT DUPLICATE

152753.68

THE FOLLOWING INFO. MUST APPEAR ON ALL PACKING LISTS, INVOICES, ETC., AND ON EACH CONTAINER:

- * OUR PO/RELEASE NO., PART NO. AND DESCRIPTION.
- * SUPPLIER ORDER NO./LOT NO. & DATE OF ORDER AND/OR MANUFACTURE.
- * QUANTITY SHIPPED IN TOTAL AND PER CONTAINER.

Account Coding: _____

Capital Appropriation No.: _____

DO NOT SHIP GOODS WITHOUT A WRITTEN ACKNOWLEDGED ORDER WITH PRICES

ORDERS FROM THE ABOVE COMPANY ("THE COMPANY") SHALL HAVE NO EFFECT AND ARE NOT VALID UNTIL AND UNLESS YOU RECEIVE A WRITTEN PURCHASE ORDER ON THIS FORM SIGNED BY AN AUTHORIZED PURCHASING AGENT OF THE COMPANY.

*INVOICE IN NAME OF AND TO ADDRESS OF ORIGIN, IN DUPLICATE, WITH SHIPPING DOCUMENTS

IF FREIGHT IS AT OUR EXPENSE, YOU MUST SHIP CHEAPEST WAY UNLESS WE ADVISE OTHERWISE.
ALL FREIGHT CHARGES MUST BE PREPAID AND ADDED TO YOUR INVOICE IF TERMS OF THIS
ORDER CALL FOR US TO PAY SAME. WE DO NOT ACCEPT COLLECT SHIPMENTS.

EXHIBIT 6

EOLEX IMAGING GLOSSY PAPER
INVOICES DATED JULY 1 THROUGH AUGUST 24, 2001

PO Date	PO Number	Product Description	Invoice Date	Unit Price	Unit Measure	Units Received	Invoice Price	MVP Price	MVP Difference
7/16/01	20677	Glossy, 8.5 x 11 sheets Freight	7/17/01	0.085	Sheet	150,000.0	12,750.00	0.0332	4,980
7/16/01	20677	Glossy, 8.5 x 11 sheets Freight	7/16/01	0.085	Sheet	100,000.0	11,75.00	0.0332	3,320
7/23/01	20684	Glossy, 8.5 x 11 sheets	7/25/01	0.085	Sheet	252,000.0	21,420.00	0.0332	8,366
7/23/01	20684	Glossy, rolls Freight	7/20/01	0.80214	MSI	70,384.9	56,458.54	0.3552	25,001
							1,784.28		1,784

1801



03/01/02 17:09 FAX 1 203 849 9177

 004

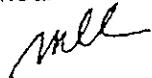
Royal Consumer Products
1120 W Magnolia Avenue
Louisville, KY 40210
(502) 635-6327

FAX TRANSMISSION

To:	STEVE SCHULMAN	Fax:	SI
From:	Mary Lynn Lage	Date:	2/15/02
Re:	Ink Jet	Pages:	11 (including cover)
CC:			
<input type="checkbox"/> Urgent		<input type="checkbox"/> For Review	<input type="checkbox"/> Please Comment
		<input type="checkbox"/> Please Reply	<input type="checkbox"/> Please Recycle

Steve:

We received a total of 502,000 8 1/2" x 11" sheets from Folex, approx. 12,550 lbs.
See attached.



03/01/02 17:09 FAX 1 203 849 9177

4005



I M A G I N G

K.H.S. SCHLEUSSNER

6 DANIEL ROAD EAST

FAIRFIELD, NEW JERSEY 07004

873-575-4500 • 800-631-1150 • Fax 973-575-4646

Visit Foliox at <http://www.foliox.com>

BILL TO: MAFCOTE INDUSTRIES, INC.
ROYAL LACE DIVISION
1120 W. MAGNOLIA
LOUISVILLE, KY 40210

SHIP TO: MAFCOTE INDUSTRIES, INC.
ROYAL LACE DIVISION
1120 W. MAGNOLIA
LOUISVILLE, KY 40219

29461 01
INVOICE DATE
07/16/01

COMMENTS:

TERMS: NET 30 DAYS

THE TERMS AND CONDITIONS APPEARING ON THE BACK CONSTITUTE THE ENTIRE AGREEMENT AND ARE INCORPORATED BY REFERENCE.

03/01/02 17:09 FAX 1 203 849 9177

006



3916

71854

2/17/01

RECEIVED FROM <i>Foto</i>	ADDRESS	DATE RECEIVED <i>2/17/01</i>									
CITY AND STATE <i>Fairfield, NJ</i>		PURCHASE ORDER NO. <i>20677</i>									
FOR DEPARTMENT <i>Rec</i>		REQUISITION NO.									
DELIVERED BY <i>Cassie Tino</i>		DATE OF INVOICE									
FREIGHT	EXPRESS	PP	DELIVERED	PICK UP	CHARGES PAID	CHARGES COLLECTED	AMOUNT				
QUANTITY		DESCRIPTION			WEIGHT						
<i>100,000</i>		<i>Foto Out HGWJ 8 1/2 x 11</i>			<i>25.00 lbs</i>						
PARTIAL	COMPLETE	CAR LOAD	CASES	PAGE	CRATES	BUNDLES	LOOSE	ROLLS	TRAYS	DRUMS	CARTONS
DECLARATIONS											
RECEIVED BY <i>[Signature]</i>											

03/01/02 17:09 FAX 1 203 849 9177



FOLEX H.S. SCHLEUSSNER, INC.

6 DANIEL ROAD EAST

FAIRFIELD, NEW JERSEY 07004

873-575-4500 • 800-631-1150 • Fax 973-575-4646

Visit Folex at <http://www.folex.com>

007

INVOICE NO.	1-1000
27500	01
INVOICE DATE	
07/17/01	

BILL TO:

MAFCOTE INDUSTRIES, INC.
ROYAL LACE DIVISION
1120 W. MAGNOLIA
LOUISVILLE, KY 40210

SHIP TO:

MAFCOTE INDUSTRIES, INC.
ROYAL LACE DIVISION
1120 W. MAGNOLIA
LOUISVILLE, KY 40210

ORDER NO.	ORDER DATE	CUSTOMER NO.	LOC	SALES REP.
132564	07/16/01	064246	NJ	20

CUSTOMER P.O. NUMBER	JOB NUMBER	SHIP VIA	PPD/CGL
20677		Truck	Prepaid

ITEM NUMBER DESCRIPTION	CTY. ORDERED	CTY. SHIPPED/RETURNED CTY. BACKORDERED	UNI	PRICE	UOM DISC%	EXTENDED PRICE
00132241 POTQJET HIGH 8.5X11-1 SHEET	150,000	150,000 BULK PACK-SEPARATE EVERY 200 SHEETS		.08	SH	12,750.00

COMMENTS:

TERMS:

NET 30 DAYS

SALE AMOUNT	12,750.00
MISC. CHARGES	00
SHIPPING/HANDLING	1,175.00
SALES TAX	0.00
TOTAL	13,925.00
AMOUNT RECEIVED	00
BALANCE DUE	13,925.00

THE TERMS AND CONDITIONS APPEARING ON THE BACK CONSTITUTE THE ENTIRE AGREEMENT
CONCERNING THE PURCHASE WHICH SHALL NOT BE MODIFIED EXCEPT BY WRITING ON

03/01/02 17:09 FAX 1 203 849 9177

008



3068

71858
11801

RECEIVED FROM <i>Way</i>	ADDRESS	DATE RECEIVED <i>7/18/01</i>	PURCHASE ORDER NO <i>20677</i>								
CITY AND STATE <i>Toronto, ON</i>		REQUISITION NO									
FOR DEPARTMENT <i>Recd</i>		DATE OF INVOICE									
DELIVERED BY <i>Mc Express</i>		FRO NUMBER									
FREIGHT	EXPRESS	DELIVERED	PICK UP	CHARGES PAID	CHARGES COLLECT - AMOUNT						
QUANTITY		DESCRIPTION			WEIGHT						
<i>150 c. at 100 sheets ea.</i>					<i>150.00</i>						
		<i>8 1/2" x 11" shipping label</i>									
					<i>3750 lbs.</i>						
PARTIAL COMPLETE		CAR LOAD	CASES	PIECES	CRATES	BUNDLES	LOOSE	BELS	BAGS	DRUMS	CRATE
REMARKS <i>✓</i>											
RECEIVED BY <i>✓</i>											

03/01/02 17:09 FAX 1 203 849 9177

folex

L M A G I N G

FOLEY & SCHLEISSNER, INC.

GRANITE ROAD EAST

6 DANIEL RODGERS
GARDEN CITY, NEW JERSEY 07024

973-575-4500 • 800-631-1150 • Fax 973-575-4646

Visit Edex at <http://www.edex.com>

FOR FURTHER INFORMATION

BILL TO: **MAFCOTE INDUSTRIES, INC.**
ROYAL LACE DIVISION
1120 W. MAGNOLIA
LOUISVILLE, KY 40210

SHIP TO: MAFCGTE INDUSTRIES, INC.
ROYAL LACE DIVISION
1120 W. MAGNOLIA
LOUISVILLE, KY 40210

127604	01
INVOICE DATE	
07/25/01	

ORDER NO.	ORDER DATE	CUSTOMER NO.	LOC	SALES REP.	SHIP VIA		PPD/COL
132641	07/24/01	064246	NJ	20	CDX		
CUSTOMER P.O. NUMBER		JOB NUMBER		SHIP VIA		PPD/COL	
20684							
ITEM NUMBER DESCRIPTION	QTY. ORDERED	QTY. SHIPPED/RETURNED QTY. BACKORDERED		UNIT PRICE	UOM DISC %	EXTENDED PRICE	
00132241 FOTOJET HGAW 8.5X11 1 SHEET	275,000	252,000 23,000		08	SH	21,420.00	
COMMENTS						21,420.00	
TERMS		NET 30 DAYS				00	
						00	
						00	
						00	
						21,420.00	
						00	
						SALE AMOUNT	
						MISC. CHARGES	
						SHIPPING/HANDLING	
						SALES TAX	
						TOTAL	
						AMOUNT RECEIVED	
						BALANCE DUE	

THE TERMS AND CONDITIONS APPEARING ON THE BACK CONSTITUTE THE ENTIRE AGREEMENT PERTAINING TO THIS PURCHASE WHICH MAY NOT BE MODIFIED EXCEPT BY WRITTEN CON-

03/01/02 17:10 FAX 1 203 849 9177

010


 H 4038-7131
 71902

RECEIVED FROM	DATE RECEIVED										
<i>Giley</i>	7/27/01										
ADDRESS	PURCHASE ORDER NO										
<i>Freefield NJ</i>	20684										
CITY AND STATE	REQUISITION NO										
<i>FOR DEPARTMENT</i>	DATE OF INVOICE										
<i>Deb</i>	PRO NUMBER										
DELIVERED BY	CHARGES COLLECT - AMOUNT										
<i>St Express</i>	WEIGHT										
QUANTITY	DESCRIPTION										
25 200.00	1309-28909										
22.000	1309-28909										
PDT 20684 A											
7/27/01 Cai											
* Bal d' receipt											
6300 lbs.											
PARTIAL	COMPLETE	CAN LOAD	CASES	PECS	CREAT'S	BUNDLES	LOOSE	HALF	HALF	DRUMS	CRATES
REMARKS											
RECEIVED BY											

03/01/02 17:10 FAX 1 203 849 9177

011

07/31/01

Page 1

ROYAL CONSUMER PRODUCTS
1120 WEST MAGNOLIA STREET
LOUISVILLE KY 40210

PHONE: 502-635-6327 FAX: 502-635-2419

PURCHASE ORDER

20677

ORDER NUMBER: 20677 DV: 1 DEPT: 1 TYPE:
JOB/SALES ORDER: PURCHASING AGENT: SJ. SUPPLIER: FOLEX
PHONE: 800-631-1150 FAX: 973-575-4646

VENDOR FOLEX IMAGING
ADDR: 6 DANIEL ROAD EAST

SHIP ROYAL CONSUMER PRODUCTS
TO: 1120 WEST MAGNOLIA STREET

FAIRFIELD NJ 07004

LOUISVILLE KY 40210

Ord-Date	Req-Date	Confirm-To	Ship-Via	F.O.B.	Freight
07/13/01	07/17/01	S. JUPIN	BEST WAY	SHIP POINT	PP & ADD

TX-Ex-No	Payment Terms	Comments
13-2857778	NET 30	CONFIRM ORDER-DAVE ROBINSON

ORDER	OUR PART NUMBER	UNIT	EXTENDED
QTY	UM & WAREHOUSE	COST	AMOUNT
250000 SH 1309-28909	[1] GLOSSY - 100CT	.085	21250.00
	DATE REQUIRED: 07/17/01		
	8.5 X 11 GLOSSY SHEETS		
19202 LB 1309-28909R3	[1] 164#GLOSSY INKJET ROLL, 34-1/2"	2.9403067	56459.77
	DATE REQUIRED: 07/16/01		
	WIDE ON 3" ID CORES. 3300FT (SQ.) BASIS		
	WEIGHT.		

CONFIRMING ORDER PLACED BY MARY LYNN
LAGE TO DAVID ROBINSON.

Account Coding: _____

Capital Appropriation No.: _____

IT IS A VIOLATION OF THE LAW TO SHIP GOODS WITHOUT A WRITTEN ACKNOWLEDGED ORDER WITH PRICES
ON THE ABOVE COMPANY (THE COMPANY) SHALL HAVE NO EFFECT AND ARE NOT VALID UNTIL AND UNLESS YOU
SHIPPING DOCUMENT ON THIS FORM SIGNED BY AN AUTHORIZED PURCHASING AGENT OF THE COMPANY.
IN NAME OF AND TO ADDRESS OF ORIGIN, IN DUPLICATE, WITH SHIPPING DOCUMENT.

PER _____

WE EXPENSE. YOU MUST SHIP CHEAPEST WAY UNLESS WE ADVISE OTHERWISE.
ACCS MUST BE PREPAID AND ADDED TO YOUR INVOICE IF TERMS OF THIS
IS TO PAY SAME. WE DO NOT ACCEPT COLLECT SHIPMENTS.
SUBJECT TO ALL THE CONDITIONS OF

03/01/02 17:10 FAX 1 203 849 9177

012

07/31/01

Page.2

ROYAL CONSUMER PRODUCTS
1120 WEST MAGNOLIA STREET
LOUISVILLE KY 40210

PHONE: 502-635-6327 FAX: 502-635-2489

PURCHASE ORDER

20677

ORDER NUMBER: 20677 DV: 1 DEPT: 1 TYPE:
JOB/SALES ORDER: PURCHASING AGENT: SJ SUPPLIER: FOLEX
PHONE: 800-631-1150 FAX: 973-575-1646

VENDOR FOLEX IMAGING
ADDR: 6 DANIEL ROAD EAST

SHIP ROYAL CONSUMER PRODUCTS
TO: 1120 WEST MAGNOLIA STREET

LOUISVILLE KY 40210

FAIRFIELD NJ 07004

Ord-Date	Req-Date	Confirm-To	Ship-Via	F.O.B.	Freight
07/13/01	07/17/01	S. JUPIN	BEST WAY	SHIP POINT	PP & ADD
Tx-Ex-No	Payment Terms	Comments			
13-2857778	NET 30	CONFIRM ORDER-DAVE ROBINSON			
ORDER	OUR PART NUMBER	UNIT COST EXTENDED			
QTY	UM & WAREHOUSE	PART DESCRIPTION AMOUNT			

77709.77

THE FOLLOWING INFO. MUST APPEAR ON ALL PACKING LISTS, INVOICES,
ETC., AND ON EACH CONTAINER:

- * OUR PO/RELEASE NO., PART NO. AND DESCRIPTION.
- * SUPPLIER ORDER NO./LOT NO. & DATE OF ORDER AND/OR MANUFACTURE.
- * QUANTITY SHIPPED IN TOTAL AND PER CONTAINER.

Account Coding:

Capital Appropriation No.:

NOT TO SHIP GOODS WITHOUT A WRITTEN ACKNOWLEDGED ORDER WITH PRICES
 FROM THE ABOVE COMPANY (THE COMPANY) SHALL HAVE NO EFFECT AND ARE NOT VALID UNTIL AND UNLESS YOU
 WRITTEN PURCHASE ORDER ON THIS FORM SIGNED BY AN AUTHORIZED PURCHASING AGENT OF THE COMPANY.
 IN NAME OF AND TO ADDRESS OF ORIGIN, IN DUPLICATE, WITH SHIPPING DOCUMENT

OUR EXPENSE. YOU MUST SHIP CHEapest WAY UNLESS WE ADVISE OTHERWISE.
 CHARGES MUST BE PREPAID AND ADDED TO YOUR INVOICE IF TERMS OF THIS
 AGREEMENT SAY SAME. WE DO NOT ACCEPT COLLECT SHIPMENTS.
 CHARGES TO ALL OF THE CHARGES.

PER C. S. Jupin
Mark Lynn Jupin

03/01/02 17:10 FAX 1 203 849 9177

013

ROYAL CONSUMER PRODUCTS
1120 WEST MAGNOLIA STREET
LOUISVILLE KY 4021007/31/01
Page 1

PHONE: 502-635-6327 FAX: 502-635-2429

PURCHASE ORDER

20684

ORDER NUMBER: 20684 DV: 1 DEPT: 1 TYPE:
JOB/SALES ORDER: PURCHASING AGENT: SJ SUPPLIER: FOLEX
PHONE: 800-631-1150 FAX: 973-575-4646VENDOR FOLEX IMAGING
ADDR: 6 DANIEL ROAD EAST
SHIP ROYAL CONSUMER PRODUCTS
TO: 1120 WEST MAGNOLIA STREET

FAIRFIELD NJ 07004

LOUISVILLE KY 40210

Ord-Date : Req-Date : Confirm-To : Ship-Via : F.O.B. : Freight
07/23/01 : 07/27/01 : S. JUPIN : : : :Tx-Ex-No : Payment Terms : Comments
13-2857778 : : CONFIRMING ORDER - P. SPAULDING

ORDER	OUR PART NUMBER	UNIT	EXTENDED
QTY	UM & WAREHOUSE	COST	AMOUNT
25200 SH 1309-28909	[1] GLOSSY - 100CT	0.0850	2142.00

CONFIRMS ORDER PLACED BY PAUL SPAULDING
TO DAVID ROBINSON ON 07/23/01.

2142.00

THE FOLLOWING INFO. MUST APPEAR ON ALL PACKING LISTS, INVOICES,
ETC., AND ON EACH CONTAINER:

- * OUR PO/RELEASE NO., PART NO. AND DESCRIPTION.
- * SUPPLIER ORDER NO./LOT NO. & DATE OF ORDER AND/OR MANUFACTURE.
- * QUANTITY SHIPPED IN TOTAL AND PER CONTAINER.

Account Coding: _____

Capital Appropriation No.: _____

SHIP GOODS WITHOUT A WRITTEN ACKNOWLEDGED ORDER WITH PRICES
 THE ABOVE COMPANY ("THE COMPANY") SHALL HAVE NO EFFECT AND ARE NOT VALID UNTIL AND UNLESS YOU
 SIGN PURCHASE ORDER ON THIS FORM SIGNED BY AN AUTHORIZED PURCHASING AGENT OF THE COMPANY.
NAME OF AND TO ADDRESS OF ORIGIN, IN DUPLICATE, WITH SHIPPING DOCUMENTS.

EXPENSE YOU MUST SHIP CHEAPEST WAY UNLESS WE ADVISE OTHERWISE.
 IT MUST BE PREPAID AND ADDED TO YOUR INVOICE IF TERMS OF THIS
 TO PAY SAME. WE DO NOT ACCEPT COLLECT SHIPMENTS.

JECT TO ALL OF THE CONDITIONS OF PURCHASE CONTAINED ON THE REVERSE SIDE HEREOF. NONE OF SUCH CONDITIONS SHALL BE
 EPT BY WAY OF A WRITTEN INSTRUMENT SIGNED BY THE PURCHASER.

PER



03/01/02 17:10 FAX 1 203 849 9177

014

ROYAL CONSUMER PRODUCTS
1120 WEST MAGNOLIA STREET
LOUISVILLE KY 40210

07/31/01
Page 1

PHONE: 502-635-6327 FAX: 502-635-2429

PURCHASE ORDER

20684A

ORDER NUMBER: 20684A DV: 1 DEPT: 1 TYPE:
JOB/SALES ORDER: PURCHASING AGENT: SJ SUPPLIER: FOLEX
PHONE: 800-631-1150 FAX: 973-575-4646

VENDOR FOLEX IMAGING SHIP ROYAL CONSUMER PRODUCTS
ADDR: 6 DANIEL ROAD EAST TO: 1120 WEST MAGNOLIA STREET

FAIRFIELD NJ 07004

LOUISVILLE KY 40210

Ord-Date	Req-Date	Confirm-To	Ship-Via	F.O.B.	Freight
07/23/01	07/27/01	S. JUPIN			

Tx-Ex-No	Payment Terms	Comments
13-2857778	NET 30	

ORDER	OUR PART NUMBER	UNIT	EXTENDED
QTY	UM & WAREHOUSE	COST	AMOUNT
226800 SH	1309-28909 [1] GLOSSY - 100CT	0.0850	19278.00

CONFIRMING ORDER - DO NOT DUPLICATE

19278.00

THE FOLLOWING INFO. MUST APPEAR ON ALL PACKING LISTS, INVOICES,
ETC., AND ON EACH CONTAINER:

- * OUR PO/RELEASE NO., PART NO. AND DESCRIPTION.
- * SUPPLIER ORDER NO./LOT NO. & DATE OF ORDER AND/OR MANUFACTURE.
- * QUANTITY SHIPPED IN TOTAL AND PER CONTAINER.

See PO # 20684

Account Coding:

Capital Appropriation No.:

SHIP GOODS WITHOUT A WRITTEN ACKNOWLEDGED ORDER WITH PRICES

THE ABOVE COMPANY ("THE COMPANY") SHALL HAVE NO EFFECT AND ARE NOT VALID UNTIL AND UNLESS YOU
SIGN PURCHASE ORDER ON THIS FORM SIGNED BY AN AUTHORIZED PURCHASING AGENT OF THE COMPANY.

NAME OF AND TO ADDRESS OF ORIGIN, IN DUPLICATE, WITH SHIPPING DOCUMENTS.

PER



IN DOPHEE YOU MUST SHIP CHAMPS WAY UNLESS WE ADVISE OTHERWISE
CDS MUST BE PREPAID AND ADDED TO YOUR INVOICE IF TERMS OF PAYMENT
TO PAY SAME WE DO NOT ACCUT COLLECT SHIPMENTS

SUBJECT TO ALL OF THE CONDITIONS OF PURCHASE CONTAINED ON THE PURCHASE ORDER NUMBER

EXHIBIT 7

Aug 29 01 09:55a

Nick Bozovich



INSURANCE IN TOUCH WITH BUSINESS

2401 Pleasant Valley Rd York PA 17402

August 29, 2001

Mr. Bob Kaminsky
 Miami Wabash Paper Co
 413 Oxford Rd
 Franklin, OH 45005

Mr. Steve Schulman
 Miami Wabash Paper Co/Mafcote Industries
 108 Main St
 Norwalk, CT 06851

Insured	: Mafcote Industries / Miami Wabash Paper Co
Location of Occurrence	: 413 Oxford Rd, Franklin, OH
Date of Occurrence	: 7/26/01
Date Reported	: 8/14/01
Type of Occurrence	: Boiler & Machinery Accident
CNA Claim Number	: 7A 114546

Dear Mr. Kaminsky & Mr. Schulman:

This letter will confirm my phone conversations with you regarding the repair costs of the boiler that was damaged in this accident.

Our investigation of this occurrence shows that an accumulation of soft scale on the waterside surface of a Laitner Horizontal Fire Tube Boiler caused overheating of the boiler shell. Subsequent to the overheating, and caused by the overheating, the boiler shell cracked.

This occurrence was reported to CNA on 8/14/01. A local boiler repair firm, Schweitzer Brothers of Cincinnati, OH was contacted to examine the boiler and determine if it could be repaired. They found that it was repairable, and provided a bid of \$16,000. This bid included replacement of all bottom tubes. Repair would be in accordance with manufacturer specifications, and Schweitzer Brother's guarantees their workmanship.

Since the physical damage deductible on this policy is \$25,000, there is no claim payable under that coverage. During our investigation, you had rented a boiler on a temporary basis to replace the damaged unit. The cost of that rental was reported to be \$3,373.00 per week after an installation charge of \$3,968.00. It was reported that the rental boiler unit was delivered and set up on 8/15/01.

The Combined Business Interruption and Extra Expense Actual Loss form commences liability at the time of the "accident", or 24 hours before CNA receives notice, whichever is later. In this instance, the occurrence was reported to CNA on 8/14/01 at 12:01 pm, EST. CNA's liability under the policy began at 12:01 pm, EST on 8/13/01. Any business income or extra expense loss prior to that date would not be covered by the policy.

Nick Bozovich

Senior General Adjuster

CNA Commercial Insurance

Telephone 717-751-3719

800-955-9054 x3719

Facsimile 717-751-3710

Internet nicholas.bozovich@cna.com

Aug 29 01 09:55a

Nick Bozovich

717-751-3710

P. 3

Mr. Kaminsky and Mr. Schulman

-2-

August 29, 2001

The repair estimate was communicated to Mr. Kaminsky on 8/23/01. Schweitzer Brothers told us that they could begin repair on Monday, 8/27/01. They estimated repair would take about 4 days.

Adding on 2 days to test the repair and re-certify the boiler, the repair would be complete by October 3, 2001. Based on the policy language, CNA's liability under the policy for business income and extra expense claims will terminate on October 6th, 2001.

The period of time for coverage is based on the Combined Business Interruption and Extra Expense Actual Loss form of the policy that provides coverage for "Actual Loss" and "Extra Expense" during the "Period of Restoration". The "Period of Restoration" is defined as the period of time that "...begins at the time of the commencement of liability; and Ends 5 consecutive days after the date when the damaged property at the described "location is repaired or replaced".

In order to finalize the amount to be paid under the policy, I'll need to obtain copies of the bills for the rental boiler. Please forward them to me at the address shown on this letter. If you have any questions, please contact me.

Sincerely,



Nick Bozovich, AIC
Senior General Adjuster

Cc: Genatt Associates, New Hyde Park, NY

EXHIBIT 8

FILED

JUN 28 2002

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISIONKENNETH J. MURPHY, Clerk
CINCINNATI, OHIO

MAFCOTE, INC.

CASE NO. C-1-02-411

Plaintiff

JUDGE SANDRA S. BECKWITH

-vs-

CONTINENTAL CASUALTY
INSURANCE COMPANYANSWER OF DEFENDANT,
CONTINENTAL CASUALTY
INSURANCE COMPANY

Defendant

* * * * *

CONTINENTAL CASUALTY INSURANCE COMPANY ("Continental") by its attorneys, Mound, Cotton, Wollan & Greengrass and Faulkner & Tepe, LLP, for its Answer to the Complaint of the plaintiff ("Mafcote") states, upon information and belief:

FIRST CLAIM

1. Denies each and every allegation of paragraphs 1 and 8 of that Complaint except admits that it issued its Policy No. BM109874493 to Mafcote for a term of one year effective June 8, 2002 ("Continental Policy") and begs leave to refer to the terms, provisions, and conditions of the Continental Policy at the trial and all other stages of this action and to refer all questions of law to the Court.
2. Denies each and every allegation of paragraph 2 of that Complaint except admits that it is authorized to issue policies of insurance covering property in Ohio.
3. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraphs 3, 4, 5 and 6 of that Complaint.
4. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 7 of that Complaint except admits that Continental first received notice from Mafcote of its claim for loss on or about August 14, 2001.

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5. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 9 of that Complaint except admits that it was advised by Mafcote that on or about August 15, 2001 Mafcote had installed a rental boiler to replace the its damaged boiler until repairs could be completed.

6. Denies each and every allegation contained in paragraphs 10 and 12 of that Complaint.

7. Admits the allegations contained in paragraph 11 of that Complaint.

SECOND CLAIM

8. Repeats and realleges each of its responses to paragraphs 1 through 12 of the Complaint as set forth in paragraphs of 1 through 7 of this Answer to the extent those paragraphs are incorporated in the Second Claim through paragraph 13 of that Complaint.

9. Denies each and every allegation of paragraph 14 of that Complaint and begs leave to refer all questions of law to the Court.

FIRST DEFENSE

10. The Continental Policy contains the following provisions in its COMBINED BUSINESS INTERRUPTION AND EXTRA EXPENSE ACTUAL LOSS FORM:

A. COVERAGE

1. We will pay you for your "Actual Loss" and "Extra Expense" during the "Period of Restoration" provided all of the following requirements are met:

- a. The "Actual Loss" and "Extra Expense" must be caused solely by an "accident to an "object";
- b. The loss must be as a result of direct physical damage to Covered Property;
- c. The "accident" must occur during the time this coverage is in force;

d. The "object" that has the "accident" must be:

(1) Specified as covered in the Combined Business Interruption and Extra Expense Schedule;

(2) At a "location" shown in the Combined Business Interruption and Extra Expense Schedule; and

(3) In use or connected ready for use.

2. We will pay:

a. Your "actual loss" from a total or partial interruption of business; and

b. The "Extra Expense" you necessarily incur to operate your "Business" as nearly "normal" as practicable during the "Period of Restoration" following an "accident".

We will consider the actual experience of your business before the "accident" and the probable experience you would have had without the "accident" in determining the amount of our payment.

* * *

D. CONDITIONS

* * *

4. Notice of "Accident" and Commencement of Liability

At our expense you must immediately give notice of "accident" to any of our offices. You must confirm that notice in writing. Our liability under this coverage starts:

- a. At the time of the "accident", or
- b. 24 hours before we receive notice of "accident"

whichever is later

E. DEFINITIONS

The following definitions apply in addition to the Definitions of the Boiler and Machinery Coverage Form and all provisions of any Object Definitions endorsements shown in the Declarations.

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1. "Actual loss" means the sum of:

- a. The net profits you fail to earn because of business interruption resulting from an "accident"; and
- b. Whatever part of the following fixed charges and expenses the business failed to earn but would have earned if there had been no "accident".

* * *

(2) Manufacturing, selling, administrative expenses and any other items contributing to your overhead expenses.

* * *

5. "Extra Expense"

- a. Means the cost of operating your "business" during the "Period of Restoration" minus what the cost of operating it would have been had no "accident" occurred. Included in "Extra Expense" are such necessary items as: emergency services, merchandise or other property of other concerns.
- b. May also include all or part of the cost of repairing or replacing property damaged or destroyed by an "accident". To qualify as "Extra Expense", the cost must be incurred for the purpose of minimizing the total of our "Extra Expense" payment. The amount that we would include in our "Extra Expense" payment would be equal to:
 - (1) The savings in "Extra Expense" you have enabled us to realize by having the repairs or replacements made; or
 - (2) The amount of "Extra Expense" you paid to have the repairs or replacements made;

whichever is less.

* * *

8. "Period of Restoration" means the period of time that:

- a. Begins at the time of the commencement of liability; and

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b. Ends 5 consecutive days after the date when the damaged property at the described "location" is repaired or replaced.

11. The extent of the loss to which Mafcote is entitled to recover under the Continental Policy, if any, must be determined in accordance with the policy provisions set forth above including the provisions which concern Commencement of Liability and Actual Loss during the Period of Restoration at the location where the loss occurred.

SECOND DFENSE

12. Continental repeats and realleges the paragraph 10 of this Answer as if set forth in full at this place in this Answer.

13. To the extent that Mafcote is seeking damages under the Continental Policy for losses that Mafcote and/or its subsidiaries that were incurred at locations other than the location where the accident to the object occurred, there is no coverage under the Continental Policy for such losses.

THIRD DEFENSE

14. The Continental Policy provides in Paragraph D.6 of the COMBINED BUSINESS INTERRUPTION AND EXTRA EXPENSE ACTUAL LOSS FORM as follows:

6. Reducing Your Loss

As soon as possible after an "accident", you must:

- a. Resume business, partially or completely, and
- b. Make up lost business within a reasonable period of time. This reasonable period does not necessarily end when operations are resumed.
- c. Make use of every available means including:
 - (1) Working extra time or overtime, either at the "location" or at another location you acquire to carry on the same operations;
 - (2) The property or services of other concerns; and

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(3) Merchandise or other property, such as surplus machinery, duplicate parts, equipment, supplies and surplus or reserve stock you own, control or can obtain.

15. The extent of the loss to which Mafcote is entitled to recover under the Continental Policy, if any, must be determined and reduced in accordance with the policy provisions set forth above.

WHEREFORE, the defendant, Continental Casualty Insurance Company requests judgment dismissing the Complaint with prejudice together with costs and expenses.

Dated this 28 day of June, 2002.

John C. Scott
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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document has been served upon William H. Kaufman, P.O. Box 280, 144 E. Mulberry Street, Lebanon, Ohio 45036, by regular U.S. Mail this 28 day of June, 2002.


JOHN C. SCOTT

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